BIDDING DOCUMENTS

FOR THE

VENTURA UNIFIED SCHOOL DISTRICT

FOR

#E5-25 MOUND ELEMENTARY SCHOOL HVAC REPLACEMENT

AT

MOUND ELEMENTARY SCHOOL

455 S Hill Rd, Ventura, CA 93003

DSA Application No. 03-124526

Bid No. E5-25

VENTURA UNIFIED SCHOOL DISTRICT

255 W. Stanley Avenue, Suite 100

Ventura, California 93001

BID OPENING VIA SECURE BIDS:
February 13, 2025 at 1:00 P.M

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NOTICE INVITING BIDS

VENTURA UNIFIED SCHOOL DISTRICT

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 "District", will receive prior to **1:00 P.M on February 13, 2025** sealed bids for the award of a Contract for the following:

BID NO. **#E5-25 Mound Elementary School HVAC Replacement**

All bids shall be made on a bid form included in the bid packet that is available from the ***District's Secure Bid Portal located on the Districts website at*** **https://www.venturausd.org/services/business-services/purchasing.** All Bid Proposals must be submitted electronically via the District's Secure Bids Vendor portal, on or before the time and date stated above, at which time they will be publicly opened and read aloud. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 67 days.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Prequalification of Bidders

As a condition of submitting a bid for this Project, and in accordance with Public Contract Code section 20111.6, 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. Bids will not be accepted if a Contractor has not been prequalified where prequalification is required.

If this Project includes work that will be performed by mechanical, electrical or plumbing ("MEP") subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), such MEP subcontractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date. It is the responsibility of the bidder to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified before submitting a bid. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

The bid documents are available at **https://www.venturausd.org/services/business-services/purchasing**.

There will be a mandatory Pre-Bid Conference on **January 20, 2025 at 9:00:00 am. Starting at Mound Elementary School 455 S Hill Rd, Ventura, CA 93003.** Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class B - General Contractor License at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

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.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq.

In accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Each bidder's 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 bid as a guarantee that the bidder will enter into the proposed 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. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. 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. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., 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.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

All payroll records as detailed in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format prescribed by the 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).

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

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

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

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.

Ventura Unified School District
Ryan Hughes
Bond Program Manager
(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. The District's time clock shall govern and control the time for all bids to be received by the District and no other clock shall be used to determine the time when bids shall be received by the District in accordance with 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. 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 five (5) 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, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

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: Todd A Jespersen, Architect, KBZ, toddj@kbzarch.com 805-690-3358
CC: Ryan Hughes, VUSD Bond Program Manager, ryan.hughes@venturausd.org805-9019620
Ray Richards, Bond Construction Manager, Ray.Richards@venturausd.org 805-342-6464
Anna Kohr, Balfour Beatty akohr@balfourbeattyus.com 805-393-8951

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 **fifteen (15)** days prior to bid opening. Requests received less than **fifteen (15)** 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 five (5) 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 Bond Program Manager not more than three (3) business days after the date of the bid opening. 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 shall specify the reasons and facts upon which the protest is based.

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 fifteen (15) 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 Assistant Superintendent of Business, 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 Assistant Superintendent of Business or their designee shall review the decision on the bid protest from the Bond Program Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. 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, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers 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.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

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 bid, 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. 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.

19. 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 on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form 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.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall

execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, 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 granted. 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 granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently

if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format and manner 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. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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. Bidding Documents, may be obtained from: Secure Bids Portal which can be accessed from the District Website under Current Bids & Proposals at: https://www.venturausd.org/services/business-services/purchasing.

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. 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.

28. 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.

29. 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).

30. Iran Contracting Act Certification Form. Each bidder shall submit a completed Iran Contracting Act Certification Form to the District with its Bid. Failure to (1) submit a fully executed Iran Contracting Act Certification Form to the District prior to the Bid Opening, or (2) complete any required portion of the Iran Contracting Act Certification Form may result in the bidder/Contractor being deemed non-responsive by the District.

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
- ❑ Contractor's Certificate Regarding Workers Compensation
- ❑ Non-Collusion Declaration
- ❑ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ❑ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ❑ Acknowledgment of Bidding Practices Regarding Indemnity
- ❑ DVBE Participation Statement
- ❑ Contractor's Certificate Regarding Drug-Free Work Place
- ❑ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ❑ Iran Contracting Act Certification Form

PRE-BID CLARIFICATION FORM (For Contractor's Use)

PROJECT NAME:	**#E5-25 Mound Elementary School HVAC Replacement**		
PROJECT NUMBER:	**#E5-25**		
TO:	Ryan Hughes, VUSD Bond Program Manager Todd A Jespersen, Architect, KBZ	EMAIL:	ryan.hughes@venturausd.org toddj@kbzarch.com

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

PRE-BID CLARIFICATION FORM (For Contractor's Use)

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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.

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	*E-Mail & Telephone**

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	*E-Mail & Telephone**

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

_____

BID FORM

FOR

#E5-25 Mound Elementary School HVAC Replacement

Mound Elementary School

455 S Hill Rd, Ventura, CA 93003

Bid No. E5-25

FOR

VENTURA UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME: _____

ADDRESS: _____

_____

TELEPHONE: ( ) _____

FAX: ( ) _____

EMAIL _____

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 thoroughly studied and 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, the labor market, the supply chain market for materials and equipment necessary to complete the Project, 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:

BID SCHEDULE NO. E5-25

#E5-25 Mound Elementary School HVAC Replacement

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 CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

($ _____)

The Bid Proposal Amount includes the Allowance Amount set forth in this section. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. Allowance: The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of **One hundred fifty Thousand ($150,000.00)** for items described in the Allowances sections of the Special Conditions. Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance Amount not fully consumed shall belong solely to the District and shall be refunded to the District via a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed as described above is inclusive of the Allowance Amount.

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, the labor market, and the supply chain market for materials and equipment that are necessary to complete the Project and Contractor 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. The Substitution Request Form, if applicable, is attached hereto.

9. 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 five (5) 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.

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 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 five (5) 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. The undersigned bidder hereby acknowledges and agrees that such bidder shall not be entitled to any price increase to the Total Cash Purchase Price set forth above on account of or due to any external factors including, but not limited to, inflation, labor shortages, and/or supply chain issues/shortages.

15. 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)

16. 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 list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required 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 FORM

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 five (5) 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

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).

_____

_____

_____

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an "or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied[1] (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change 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

[1] Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.

2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.

4. Maintenance and service parts will be available locally for the proposed substitution.

5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).

6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

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

_____
Signature

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Ventura Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq*.)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following**:

- ❑ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- ❑ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____dollars ($_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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, in 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 entrances to school property at all times.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

IRAN CONTRACTING ACT CERTIFICATION
OF ELIGIBILITY TO PROPOSAL FOR
CONTRACTS OF $ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

[End of Bid Documents to be Submitted with Bid]

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 **#E5-25 Mound Elementary School HVAC Replacement** 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 sixty-seven (67) 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, the labor market, and the supply chain market for materials and equipment that are necessary to complete 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 **Five Thousand ($5,000.00)** 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).

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. In no event shall the Contractor be entitled to increase the Contract Price set forth above on account of any external factors including, but not limited to, inflation, labor shortages, and/or supply chain issues/shortages.

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 any and 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/suppliers/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.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend, with counsel of the District's choosing, 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").

Contractor shall reimburse Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the Project as well as during the progress of the Work.

This Hold Harmless Agreement shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

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
DVBE Participation Statement and Close-Out Forms
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
Iran Contracting Act Certification Form
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 any other 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. 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 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 Contractor Contractor's License, issued by the State of California, which must be current and in good standing.

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

DISTRICT:	CONTRACTOR:
By:_____	_____ Typed or Printed Name
By: _____ Purchasing and Contracts Director	_____ Title
Dated: _____	_____ Signature
	_____ 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: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the 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: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the 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 Subcontractor 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 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 five (5) 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 required additional insured endorsement(s) shall be ISO CG 20 10 (04/13) and ISO CG 20 37 (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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____equaled _____ dollars ($_____), which represents approximately ____ percent (___%) of the total Contract price including change orders for the Project.

Company: _____

Name:_____

Title: _____

Signature: _____

Date: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(Modernization Projects)

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Ventura Unified School District, pursuant to the Contract/Purchase Order dated _____, and Contractor hereby certifies that none of the employees have been convicted of, or have an arrest pending final adjudication for, any serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.

☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20___

_____
[Name of Contractor/Consultant]

_____

By its:_____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

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. In no case shall the Assistant Superintendent have authority to approve total Change Orders or Modifications to the Project exceeding 10% of the Contract Sum.

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. (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 for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B 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). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as 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 mean 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/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)

1.1.35 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. 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 four (4) 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 9.9.1.2); (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; (3) all other items in the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) 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 and its Subcontractors 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. Contractor, all Subcontractors and any and all workers performing Work on this Project shall fully comply 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 including, but not limited to, any existing and future order, regulations, guidelines or other requirements issued by any federal, state or local authority applicable to the Project. All workers shall comply with current recommendations and requirements related to COVID-19. All workers must fully comply with any current and future orders and recommendations issued by the County where the District is located including, but not limited to, the County Public Health Department, as well as other applicable guidelines and recommendations issued by OSHA and CDC. If there are any inconsistencies or conflicts with any guidelines or recommendations, the stricter and more stringent provisions shall apply and prevail.

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 3.9.1and 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 or who have an arrest pending final adjudication for any serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Contractor 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.

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, regulation or order. 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 1.2.2.2 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*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 Construction Substitution Request Form at the time of bid 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 on the District's Substitution Request Form ("Request Form") at the time of submitting bids to the District, except as provided for in Article 3.10.3.

The Request Form 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.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect, CM 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 the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed though a Change Order. Contractor must submit a complete Submittal of the requested substitution and a Shop Drawing showing configuration, dimensions, and other critical information associated with the substitution that meets the requirements of Article 3.9. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

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. Contractor shall clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program including, but not limited to, the performance of the following:

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; and

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; and

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.

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 9.9.2)

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.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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 9.3.4and 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 withholdings necessary to effectuate the transfer of such warranties 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 (See 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 (See 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). (See 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" or "Claims" as defined in Article 4.6.9.1 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 failed to take action required under Article 4.6.5 within the time

periods required therein; or (3) the Dispute or 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 the Dispute 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 Dispute; 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 Dispute.

4.6.2.1 *Architectural Immunity*. Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. 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 and Claims 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 initial 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 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 or Claims, 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 DISPUTES OR 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 or Claims process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.5.

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 and Claims. 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 and Claims 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) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not

otherwise entitled to; or (3) an amount of payment 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 8.1.4.1.)

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 4.6.5, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.5, 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. Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. 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 required reasonable documentation to support the Claim shall include, without limitation:

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 metadata 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.

e. 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.

f. 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.

g. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.

h. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

i. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph o below shall apply.

j. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to this Article 4.6.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.

k. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 4.6.9.5.

l. For purposes of this Article 4.6.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

m. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Article 4.6.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

n. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article 4.6.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 4.6.9.4 below.

o. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Article 4.6.9 shall result in the Claim being deemed

rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.6.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

p. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

q. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

r. The Contractor's Claim 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 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.

4.6.9.3 *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.

4.6.9.4 *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.

4.6.9.5 *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.

4.6.9.6 *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 and DIR Registration

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

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

6.1.4.1 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..

6.1.4.2 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 for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B 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). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as 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 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 or Claim, 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 Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		

		EXTRA	CREDIT
(e)	If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
(f)	Subtotal		
(g)	Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		
(k)	TOTAL		
(l)	Time/ Days		

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 or 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 or Claim 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 twelve (12) 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 twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) 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 12 days per one (1) year period, but Contractor is required to include not be less than 12 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. Contractor 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 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. (See 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 8.3.2items 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; and/or

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 ARTICLE 1.1.46). CONTRACTOR AND ITS 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. Any approved delays caused by acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics, pandemics, and quarantine restrictions (collectively, "Force Majeure Events") shall be deemed non-compensable excusable delays. 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 or if caused by Force Majeure Events.

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 fulfill 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 fragnet 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 7.7.3

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-five (35) 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 (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 9.9.1.1 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 (90th) 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 9.11.2; and

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 1.1.46;

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 find the Work contained in the Punch List acceptable under the Contract Documents, 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 9.6and/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 notices, or withholdings due to 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;

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); and

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:

Commercial 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

Insurance Covering Special Hazards

The following Special hazards shall be covered by separate policies or endorsements/riders to the above mentioned commercial general 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)	Pollution Legal Liability	$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00). Excess Insurance policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage above shall be available to the District.

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain commercial general liability insurance and property damage insurance required under Article 11.1 in like amounts. 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 ISO CG 20 10 (04/13) and ISO CG 20 37 (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. Contractor shall provide an endorsement indicating a primary coverage, non-contributing on all general liability policies by ISO CG 20 01 (04/13) or an equivalent endorsement as determined by the District in its sole discretion. Each policy of insurance required by this Article 11.1 shall state that not less than thirty (30) days' written notice shall be given to the District prior to cancellation.

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 shall be in accordance with and as required by the California Labor Code (in no event less than $1,000,000) and employers' liability limits shall be $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 Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of

coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

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.

e. Certificates of insurance will not be considered valid unless accompanied by all corresponding and necessary endorsement(s) as required by this Article 11.

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.

Contractor shall provide an endorsement indicating a waiver of subrogation on all general liability policies by ISO CG 24 04 (05/09) or an equivalent endorsement as determined by the District in its sole discretion. Contractor shall provide an endorsement indicating a waiver of subrogation on all workers' compensation policies by form WC 00 03 13 (04/84).

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

Contractor shall indemnify, hold harmless and defend the District from ADA claims arising from the failure to comply with the Plans and Specifications. 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 such Work shall 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 Non-Conforming 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 One-Year Warranty Corrections

If, within one (1) year 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 one (1) year 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 13.5.2reveal 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 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 corrected upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

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" as defined by Labor Code section 1771.4(a)(3)(A)(i), certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in an electronic format and in the manner 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/ 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 required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 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, the Contractor and each 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, as specified in Labor Code §1776, of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format prescribed by the Labor Commissioner. Pursuant to Labor Code §1771.4(a)(3)(B), the Contractor and any Subcontractor who fails to furnish payroll records in accordance with Labor Code §1771.4(a)(3), relating to their own employees, shall be subject to a penalty by the Labor Commissioner. The amount of the penalty shall be One Hundred Dollars ($100.00) for each calendar day in which such party is in violation of Labor Code §1771.4(a)(3), not to exceed a total penalty of Five Thousand Dollars ($5,000.00) per project. Payroll records as specified in Labor Code §1776 shall also be certified and submitted to the District with each application for payment.

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 to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3); or

c. 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

d. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

e. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

f. 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 or Claims based on the actual costs incurred and to reduce the uncertainty in resolving Disputes or Claims 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, Disputes, 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.

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 Disputes, Claims, or Change Orders 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 Project Inspector, Construction Manager, 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 remediation 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.

14.2.6 Conversion of Termination Upon Determination by Any Court or Other Tribunal

In the event the Contract or Contractor's performance of the Contract is terminated under Article 14.2, and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Contractor was not in default under the provisions hereof, or that the District's exercise of its rights under Article 14.2 was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a Termination for Convenience by the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 14.3.1 hereof.

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 delegatee, 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.

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

_____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 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. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

_____

Architect

_____

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion 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 Items (See Article 9.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: _____.

_____

Architect

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Civil Code Section 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $ _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature _____

Claimant's Title _____

Date of Signature _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed a Conditional Waiver and Release Upon Progress Payment, pursuant to Civil Code Section 8132 through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that were not compensated by the progress payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished through the Through Date, including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which it is drawn.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, **2024**
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Civil Code Section 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed a Conditional Waiver and Release Upon Final Payment, pursuant to Civil Code Section 8136 on the date shown above.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project, including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which is it drawn.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Civil Code Section 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including:

(A) a right based on rescission, abandonment, or breach of contract, and
(B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed An Unconditional Waiver and Release Upon Final Payment, pursuant to Civil Code Section 8138 on the date shown above.

The undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project, including rights and claims based on rescission, abandonment or breach of contract.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Civil Code Section 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed An Unconditional Waiver and Release Upon Final Payment, pursuant to Civil Code Section 8138 on the date shown above.

The undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project, including rights and claims based on rescission, abandonment or breach of contract.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2024
(City) **(Date of Signature)**

_____
(Signature)

_____
(Print Name)

_____
(Title)

NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in
(Superintendent/Project Manager) (Contractor)
connection with _____ Project.

This Verification is submitted to Ventura Unified School District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____, 20___ and _____, 20___.
2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.
6. I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____ 20 _____ a

_____.
(City and State)

By: _____

_____
(Typed or Printed Name)

CONTRACTOR DVBE CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

Name	Address/Phone	Category of Work*	$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____equaled _____ dollars ($_____), which represents approximately ____ percent (___%) of the total Contract price including any Change Order/ Construction Change Document for the Project.

Company: _____

Name:_____

Title: _____

Signature: _____

Date: _____

GUARANTEE AND CERTIFICATION OF NON-ASBESTOS; NON-LEAD

Guarantee for ALL painting and installations for the above-referenced project. We hereby guarantee that the MATERIALS, PRODUCTS, COATINGS and IMPROVEMENTS we have installed at the above- mentioned Project ARE FREE OF LEAD AND ASBESTOS.

Contractor	Subcontractor
_____	_____
(Contractor Name)	(Subcontractor Name)
By: _____	By: _____
_____	_____
(Signature of General Contractor)	(Signature of General Contractor If for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

VENTURA UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:		RFI Number:	
Project Name:		Date:	
To: (Architect)		Project No.:	
From:		Bid Number:	

Drawing Number Detail | Specification Section | Page

Request:

Request Issued by: _____ (Contractor's Signature) _____ (Name (Printed)) _____ (Date)

Response:

Response Issued by: _____ (Architect's Signature) _____ (Name (Printed)) _____ (Date)

Response reviewed by: _____ (Project Coordinator's Signature) _____ (Name (Printed)) _____ (Date)

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

VENTURA UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:		Date:	
Project Name:		**COP Number:**	
To: CM		Project Number:	
From: Contractor		Bid Number:	

Description of Work:

	Extra	CREDIT
A. Material (attach itemized quantity and unit cost plus sales tax)		
B. Labor Not to Exceed Applicable Prevailing Wage Rates (Attach itemized hours and rates)		
C. Equipment (Attach invoices)		
D. Subtotal		
E. If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
F. Subtotal		
G. Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
H. Subtotal		
I. Bond not to exceed one percent (1%) of Item (h).		
J. **Total** **Grand Total** $	$	

☐ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** ☐ **Calendar Days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: _____ Printed Name & Title _____ Date _____

Provide all supporting documentation as required by the Contract Documents

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SPECIAL CONDITIONS

1. **PROJECT**: Mound Elementary School HVAC Replacement

2. **OWNER**: Ventura Unified School District ("District")

3. **JOB NUMBER**: Bid No. E5-25

4. **SITE LOCATION:**

Mound Elementary School
455 S Hill Road, Ventura CA 93003

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: March 3rd, 2025 to facilitate ordering materials, submittal approval, etc. (Board Approval of Bid Acceptance to Issue Notice of Award)

Construction Start Date: March 22nd, 2025 (PHASE 1 WORK MARCH 22ND – MARCH 29TH, PHASE 2 WORK STARTS JUNE 7TH 2025)

Construction Completion Date: August 6th, 2025

Contractor Note: Awarded Contractor shall Provide a Construction Schedule to the District for Review and Approval. Schedule must be reviewed and approved by the District prior to the start of work.

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, no work to commence until Construction Start Date. 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 **five thousand dollars ($5,000.00)** 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. Any change to cost or schedule shall be submitted within 10 days of change event. If no cost is submitted within 10 days, District shall assume it is a no-cost change and Contractor will proceed with the work as directed. If immediate consensus cannot be reached on an cost change item, the District may direct the contractor to proceed with work as a disputed item, for resolution at project completion.

19. WORK HOURS AND NON-INTERFERENCE WITH SCHOOL

School Site will be in Spring Break & Summer Recess session with NO Students & Staff Onsite at the Campus through the Duration and Completion of this Project. STAFF MAY BE ONSITE FOR CLASSROOM RELOCATIONS, REGISTRATION, AND OTHER ACTIVITIES. Coordination will be required with this contractor and the construction schedule to ensure modifications can be made to allow space for reasonable access at identified durations on campus.

The contractor shall be responsible for the Safety & Security of the Students, Staff, Construction Workers and General Public during construction. The Contractor and their subcontractors and Vendors who will be working on the school site or campus shall go through the “Live Scan” Screening Process for Background Checks to Verify the worker is allowed to work on a school site in California. As a part of the” Live Scan

Screening, the Contractor shall follow all fingerprinting requirements outlined in the contract and shall always keep all onsite personnel separated from staff and students during the work period. At no time shall any worker interact with any student or staff in any way, shape or form, including "Cat Calling or Whistling" at a student or staff member. Any worker found to be conducting themselves in a manner that would cause concern based on erratic or questionable behavior based on this requirement shall be immediately removed from the work site or project and not allowed to return. This requirement shall stay in full force through the duration of this project.

Working Hours for this Project Are: March 22nd 2025 - March 29th 2025, and June 7th – August 6th 2025 During Summer Break Monday Thru Saturday 7:00AM to 7:00PM (MANDATORY OVER TIME IS REQUIRED TO COMPLETE) (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/or Bond Team Representative and Make the School Site Administrators Aware of the Contractor being onsite and the Locations of where the work will take place. The Contractor shall make every effort to be as productive as possible while keeping noise to a minimum. There will be a portion of Summer that office administration will need to be on campus (Early Summer and End of Summer). Contractor shall make reasonable accommodations to allow an office area for the staff to work that can be safe and outside the footprint of construction.
(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 2025.)
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 7 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!

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 **MOUND ELEMENTARY SCHOOL HVAC UPGRADES PROJECT.**

The Contractor shall prior to the start of construction, thoroughly inspect and survey the existing facility and site conditions to completely familiarize themselves with the existing conditions and specific work locations. If during the inspection period any issues are found or discovered, the Contractor shall immediately notify the District and obtain directions for resolution. The Contractor is responsible to provide perimeter fencing and safety requirements as applicable to keep public out of work area during and after work hours. Contractor shall protect all existing conditions in place as required, and correct any condition that may require temporary removal or modification during the course of construction. Contractor shall check or locate existing structures, electric cables or conduits, utility lines and other existing features or conditions above or below ground level that might be damaged as a result of the operation. Questions or conflicts arising out of such examination prior to or during operation shall be immediately directed to the attention of the VUSD Representative for necessary action or decisions before resuming operation. Contractor shall be responsible for repair or replacement at no cost to the VUSD Representative for features or conditions damaged through failure to comply with the procedures per specifications. Contractor is responsible to provide power and water as required (Water shall meet all requirements as outlined in the specifications).

Allowance: Contractor must include an amount of $150,000 as an allowance for unforeseen conditions. The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of **One Hundred and Fifty Thousand ($150,000.00)** for items described in the Allowances sections of the Special Conditions. Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. **Any Allowance Amount not fully consumed shall belong solely to the District and shall be refunded to the District via a deductive change order.** By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed as described above is inclusive of the Allowance Amount.

Additional construction is anticipated to occur on campus concurrently to the HVAC construction (Including Solar and Playgrounds). Contractor is responsible for coordination for access and safety, and ensuring project scope can be completed around footprints of concurrent projects. During the course of construction, Contractor must protect any adjacent construction or finished product from damage.

Phase 1 Scope to be completed Spring Break March 22nd - March 29th 2025 shall include the following:

- Installation of new ground-mounted equipment pad with fencing and gate. Provide labor and materials to

construct new mechanical equipment pads including but not limited to grading, compaction, rebar, dowels, and equipment anchors. Contractor must field verify and include in bid any modifications required to existing grade to accommodate the new concrete equipment pad enclosure and the fence post and panels. Scope shall include slot drain with catch basin and drainwell. Preparation and concrete pours shall be completed during 'Phase 1 Spring Break' period.

- Underground scope for work for Electrical conduits shall be performed and completed between March 22nd and March 29th to include but not limited to GPRS, Utility identification, pot holing, saw cutting, removals (dirt, A/C, Concrete), slurry, concrete/asphalt patch back, and striping.
- Above ceiling investigations, layout, field measurements, and coordination shall occur from March 22nd - March 29th to allow for production to be accelerated for 'Summer Phase 2' scope to occur. Contractor shall include cleanup for any interior or exterior area that is impacted during Phase 1 work. Classrooms spaces need to be in the same condition and configuration upon return of students in April - June.
- Contractor may propose additional scope for the March 22nd - March 29th construction window for review and approval by the District.

Contractor must phase schedule to ensure all work to be completed at classroom locations first and ready for turnover prior to return of students in fall of 2025. MPR room and administrative building are to be completed at last phase of project scope.

Contractor must include in the bid remobilization to complete the installation of the HVAC units including commissioning if they do not arrive during the Summer 2025 planned schedule and must be installed after school hours or during weekends. Contractor shall leave all temporary HVAC units in place until able to bring new HVAC systems online, and patch penetrations at the completion of the project. Additional mobilizations shall be priced into base bid to achieve this work within the timelines.

The Contractor shall also include in the project schedule, the procurement, delivery and storing of all HVAC related Equipment onsite at Mound Elementary School or other approved offsite location during the duration of the project to have “ON HAND” and ready for installation when the project is ready for the installation of the new HVAC equipment and related work. The contractor shall include all costs for an extended warranty from the factory and themselves for any stored equipment not in service until the in-service date has begun, where the equipment shall have the standard manufacturer’s warranty in place upon startup & commissioning. Contractor shall include owner training in commissioning process for Facilities and site staff as required. Contractor shall factor all equipment and material lead times into project schedule and advise on any long-lead items with potential to impact project schedule. Contractor shall begin submittal process and ordering in accordance with timelines outlined in project documents. **PROCUREMENT OF LONG LEAD HVAC EQUIPMENT IS CRITICAL TO PROJECT SCHEDULE. Contractor shall begin submittal process upon Board Approval of Contract at February 25th 2025 meeting.**

Provide labor, materials, and equipment to relocate furniture. Any furniture and materials to remain in the classroom, administrative, or any school space needs to be properly protected by having a cover at all times. After work is completed, contractor shall be responsible for a final clean of the space and restoring furniture to original configuration. Provide labor, materials, and equipment to cover and protect all walls, ceilings, casework and floors within and around rooms and areas of the scope of work. Remove and dispose all materials installed for protection when work is completed. Provide labor and materials for the rough and final clean of all areas affected by the scope of work at the completion of each phase. Provide graffiti clean-up on any portion of the laydown of phase fence that gets tagged within 8 hours of notification. Paint must match material color surface. Provide all necessary trash/debris dumpsters and must be emptied weekly at a minimum or as needed during the week. The use of District trash receptacles and dumpsters is prohibited.

Complete and submit contractor safety plan, JHA's for all scopes of work and daily safety pre-task plans reports prior to work activity commencing.

Provide all labor and materials to remove existing interior walls and ceiling finishes to accommodate scope of work including but not limited to gypsum board, walls, ceiling insulation, tackable surfaces, wall coverings, ceiling grid, ceiling tile materials and miscellaneous finishes necessary to accommodate entire scope of work (Including flooring and floor patch back for any vents, patches, new walls, or miscellaneous improvements). Provide all labor, materials, replace gypsum board materials, walls, and ceiling insulation, tackable surfaces, wall coverings, ceiling grid systems, ceiling tile materials, flooring, paint, and any other miscellaneous finishes to match existing surfaces. Remove and reinstall all existing equipment and devices to remain, including but not limited to existing clocks and PA equipment, electrical switches and outlets, ceiling devices, lighting and fire alarm devices, registers complete. Provide all labor, materials, and equipment to remove and replace/patch existing exterior wall materials to accommodate scope of work including but not limited to plaster wall finishes to match existing finishes, texture, and paint color. Walls which have been affected by demo, patch and installation work are to be painted full width and height of wall (corner to corner, and bottom to top of wall). All cuts and penetration through the existing tactical/sound wall finish board must be made cut clean with a finish trim and sealant at all openings and edges. Additional mobilizations/weekend and after hours costs shall be factored into base bid to achieve clean up and patch back at needed intervals of project.

Provide all labor, materials to demolish, reframe, patch, refinish and paint all existing interior HVAC closets prior to installation of new HVAC equipment. Patch and paint around all new ductwork openings, electrical and plumbing pipe and conduit penetrations. Removal all abandoned ductwork, piping and conduits, patch and paint all hole infills openings at all interiors and exteriors closets including ceiling repairs or replacements (including existing penetrations that have inadequate openings).

Any roofing penetrations, curbs, patching or other conditions (IE damage caused on roof by this scope of work) must be coordinated by this contractor, costs for all work must be included in base bid price. Provide all labor, materials to remove and replace or patch existing roofing, flashing and counterflashing materials. Roofing and flashing materials must match existing roofing materials in order to maintain manufacturer warranty. Provide flood test as necessary to ensure there are no leaks. Provide labor, materials, to protect all roof daily while work is taking place until roof is completely repaired, watertight, and water tested. Provide all roofing patch backs, including but not limited to flashing, accessories and ensuring the roofing material is compatible with the existing roof system.

Provide labor and materials to install weatherproof caulking and sealants at all interior and exterior locations where work is being performed per the contract documents. This contractor to provide all caulking and sealants at dissimilar materials for a complete installation. Provide all labor, materials, and equipment to install fire caulking and sealants at all fire rated locations.

Provide labor, materials to construct and finish mechanical equipment closets as indicated in the contract documents including insulation shown or not on the contract documents on all walls. Provide all labor, materials to install new patch back framing, backing, blocking and required accessories for all type of penetrations for ceilings, soffits, and wall required for the installations of the HVAC units complete and electrical conduits. Provide labor and materials for the installation of all access doors including supports required per the contract documents and required hardware at all mechanical rooms but not limited to closets, storage rooms, offices and classrooms. Provide labor, materials required to remove and re-install existing access panels, including new finish paint and finish. Provide fire rated and non-rated patch-backs for all ceiling and wall surfaces affected by the installations of the HVAC, Fire Alarm, and electrical components. Provide labor and material for the installation required for access panel as indicated or required for attic or ceiling space access. All access panels are to be fire rated and self-closing at all fire rated locations.

Furnish and install all sound attenuation devices and duct silencers, acoustical, soundproofing/sealing at penetrations, including sound testing if applicable per contract documents. Furnish and install all flashing and sheet metal, including flashing at the roof and wall penetrations and roofjacks at penetrations and for equipment and material as required. Provide all prefabricated and field-fabricated mechanical curbs, including insulation under flashing waterproofing membrane, flashing, sloping for curbs, supports, stands, equipment leveling, blocking, wood framing, and seal strips for equipment as required. Furnish and install exhaust fans per the contract documents, including prefabricated curbs with a nailer, backdraft dampers, security bars, and bird screens, if applicable. This contractor is responsible for providing and installing anchorage systems for mechanical equipment, which may include but is not limited to welding and bolting of mechanical equipment directly to structural steel and metal stud framing and wood framing supports if applicable per the contract documents. The contractor will submit welding procedures (WPS) and welder qualifications/certificates during the submittal process.

Provide labor and materials to patch and/or repair existing casework related to the installation of the condensate drain, or any component required for HVAC, electrical, or FA installation. Any location of exposed condensate drains are to be painted and covered with an aesthetic square cover that blends in with the adjacent wall.

*Provide labor and materials required to sawcut, demo, remove, haul off and disposal of existing concrete and or asphalt flatwork for all underground electrical conduits. Contractor may bore conduits if preferred for installation. Provide labor and equipment to patch back concrete and asphalt paving including proper compaction all trenches for new electrical conduits. The Contractor to saw cut, break, remove, trench, and backfill for any underground pathways. This contractor will be responsible for restoring their work areas to their original conditions.*Contractor Note: Bidding contractor may propose directional drilling of the conduit if they determine this is a better method for installation. If contractor proposes this method, contractor is responsible for utility locating to not impact existing utilities. If the contractor proposed Directional Drilling, the Conduit sizes called out in the project documents will need to be upsized for the larger circuits that may be needed for an exceptionally long electrical run. The Contractor shall review the drawings to verify and confirm grounding points within the scope if any. The Contractor is responsible to provide new ground rod and inspection points where applicable.

At location for the new HVAC Equipment pads, remove and relocate or replace all landscaping, wall mounted light fixtures, conduit junction boxes, plumbing pipes, PA system to allow for the installation of the new components for the HVAC unit(s) complete. (Review site specific conditions (IE Planting boulders at administrative building, sewer cleanouts, gas and electrical conduits to avoid at Kinder building, etc). Contractor is responsible to ensure clearance for electrical disconnects and mechanical equipment are maintained and properly laid out within work area. Any conflicts with clearances should be identified and addressed prior to start of work. Installation of new ground-mounted equipment pad with fencing and gate. Provide labor and materials to construct new mechanical equipment pads including but not limited to grading, compaction, rebar, dowels, and equipment anchors. Contractor must field verify and include in bid any modifications required to existing grade to accommodate the new concrete equipment pad enclosure and the fence post and panels. Scope shall include slot drain with catch basin and drainwell.

Provide Labor and materials to fully clean all existing ductwork, registers, vents, and louvers to remain that tie-into the new system, verification of cleaning is to be provided to the District for sign-off.

Provide labor and materials to properly safe off, disassemble, remove, and dispose of all existing electrical/fire alarm equipment and accessories indicated or not on the contract documents. Disassembly and removal shall not take place until all new electrical/fire alarm equipment and accessories have been installed, tested and signed-off and are in complete and full operation. At no time shall any existing electrical system be removed that causes an extended power outage at any

location on campus. All necessary electrical shutdowns are to be fully coordinated with the District and CM and scheduled in advance not less than 10 day and take in consideration not to impact campus daily operations. **If the existing fire alarm system becomes disabled at any time during the course of the project, the contractor shall be responsible to provide full time fire watch at no cost to the Owner until the complete fire alarm system is back in operation with not troubled alarms.**

Furnish and install complete HVAC systems and equipment for heating, ventilation, and cooling per the contract documents. This Contractor is responsible for coordinating, laying out, providing, and installing the building management and control system complete. This may include but is not limited to wiring, conduit, switches, shut-offs, relays, equipment, central and remote hardware, software, interconnecting wire and conduit, thermostats, control valves, dampers, operators, devices, interface equipment, apparatus, accessories required for a functional system per contract documents.

Provide all penetrating (refrigerant, drain, and conduits) and patch back ensuring watertightness on the exterior roof soffit or any interior and exterior walls in front of the new HVAC concrete pads. Provide drywells (french drains) as indicated in the contract drawings. Provide all pea gravel and accessories for complete installation per project documents.

Contractor must include in BID the removal or relocation of any utilities (gas, water, sewer, fire sprinkler, electrical conduit), data lines, light fixtures, other fixtures, and drywall that may impede the installation of the HVAC units and ductwork in all the Mechanical closets, including all framing, patch backs and paint for a complete finish seen or unseen. Contractor shall include in this base bid, patching for the temporary HVAC units installed – this is to include patching and glazing replacement at removed window panels or other locations for temporary HVAC units in place. **Contractor shall include all required modifications to maintain required clearances on project, including and not limited to the relocation of vents if required to maintain clearances from outside air intakes.**

Provide a Qualified Controls Professional certified to operate the specified HVAC units for the start-up and balancing with 5 years minimum experience. Include multiple mobilizations, after hours, weekend, or additional consideration Contractor will need to make to ensure project can be completed per contract schedule.

Provide the replacement of 12, 2X4 ceiling Tiles or 2X2 Tiles in each of the classrooms, including portables, and all work areas. Extra tile(s) remaining must be transmitted to the District. In addition to tiles repaired by this Contractor's scope of work, also include the replacement of any stained ceiling tiles at each work location.

Contractor must include after hours and weekend work to complete scope of work per the timeline as specified in the contract documents. A Project Superintendent must be onsite at all times, during regular hours, after hours and weekend work to ensure the project is being constructed safe with no interruptions to the school's operations.

Provide labor, materials, and equipment to relocate existing features but not limited to benches, water lines, sprinklers, drains, electrical lines, and sewer line to allow for the installation of the HVAC concrete pad. Contractor must include in bid pot holing to avoid sticking any utility lines for the installation of the new underground electrical or housekeeping pad scope. Contractor is responsible to take pictures of all existing conditions and submit them to the District, including notifications of any concerns prior to accepting the site or work area.

Contractor and subcontractors are responsible for tie off in scissor lifts where required for

project scope.

Coordinate removal of existing conditions (IE Windows, existing louvers, or other) and integration of new louvers and patches into the existing openings per project documents. Provide all electrical per the contract documents. This includes all material, hardware, accessories, layout, installation, connections, testing, and coordination. Existing electrical equipment shall be vacuumed, cleaned & torqued, all missing fittings and dead fronts replaced, etc. for a like new condition.

Contractor shall include cleaning and painting of all exposed flat oval duct and fittings, hangers and accessories per plan. Exposed ducting shall be free of dents, scratches, and other defects. Contractor is responsible to turn over clean and undamaged duct system at project completion.
Provide labor, materials, and equipment to remove existing surface, landscaping, relocate irrigation as necessary to construct the new HVAC concrete pad enclosures. Provide labor and materials to install signage at all mechanical units and enclosures. The Contractor will furnish and install all mechanical branch circuitry and conduit as shown in the contract documents. It will also provide electrical power and connections to HVAC and/or plumbing equipment, as well as supply disconnects that are not integral to the mechanical or plumbing equipment.

This Contractors responsibility is to cut, cap, and isolate existing HVAC utilities as needed, including the cut and drain, capture and disposal of refrigerant. Furnish and install bird and/or insect screens as required for own work. Coordinate Interface with fire and smoke alarm systems as applicable. Coordinate final location of thermostats with architect and owner. Furnish and install precast concrete and slurry encasement for own work when required. The Contractor will identify all equipment with nameplates in the form specified or submitted and approved. Nameplate designations will match these items' assignments on the "as-built" drawings. The Contractor will identify piping as to content as submitted and approved. All seismic wiring and accessory components required by scope of project are furnished and installed by this Contractor.

Provide all necessary trench excavation, shoring, trench plates, protection over openings, soil compaction, bedding/backfill, and sleeving required for all underground piping, raceways, or duct banks. This Contractor is to provide all electrical signage. This Contractor will provide all reinforcing steel for wall and slab penetrations per Contract Documents as required.

Furnish and install all reinforcing steel, mesh, welded wire, dowels, epoxy dowels, cages, guying, hoisting, etc., as required, including layout, installation, blocking, and welding if required, etc. This Contractor will install rebar caps for all rebar and impalement hazards for their own work.

The Contractor will furnish and install all concrete paving and site concrete per Contract Documents. These may include but are not limited to excavation, grading, shoring, reinforcing steel, welding, sidewalks with curb and gutter, site retaining walls, landscape walls, planters, site stairs, monument signs, PCC swales, cross gutters, edge banding, curbs, mow curbs, flush curbs, tactile warning pavers units, truncated domes, site pavers, decorative pavers, garden pavers, roof deck pavers, mechanical, plumbing, electrical, fire utility, irrigation site pads, seat walls, benches, lines, grades, expansion joints, cold joints, control joints, caulking, keyways, dowels, specified finishes, etc. as indicated in the Contract Documents.

The Contractor will provide all aggregate base and/or sand base material as shown in Contract Documents; this may include but is not limited to concrete paving, driveways, concrete site paving, driveway approaches, and unit pavers. This consists of all necessary excavation, grading, placement, re- compaction, base, sand, seaters, stabilizers, joint sealants, and all other components and accessories.

The Contractor will provide all reinforcing steel (welded reinforcement where indicated per Contract Documents), mesh, welded wire, rebar chairs, adobes, dowels, epoxy dowels, curb dowels, cages, guying, hoisting, etc., as required, including layout, installation, welding if required, blocking, etc.

The Contractor will provide all layout, tooling, and/or saw cutting of joints as indicated in the Contract Documents. Provide all cleaning and sealing of joints as shown in the Contract Documents.

This Contractor will provide potholing, excavation, dust control, shoring, trench plates, barricades, safety fencing, flagmen, select material, backfill material, import material, fill products, compaction, backfill, subgrade compaction, etc., as needed to perform own work per Contract Documents and soils reports. Use only approved existing backfill material, import as required, and export unsuitable material per plans, specifications, and soil reports. Haul off and remove all spoils for your own work

Contractor to install all wedge anchors and epoxy anchors as required for own work. Provide patch back for all existing site hard surfaces, site concrete, site pavers, etc. (where existing site furnishings, utilities, concrete paving, objects, light poles and/or bases, utility boxes, drains, planters, ramps, etc.) are shown to be removed or relocated. Include doweling into adjacent existing surfaces. All patch backs to match adjacent existing finishes. Where any existing joints occur within existing surfaces that require patch-back due to own Work (such as a patch-back between existing joints), the Contractor will assume removal and replacement of existing surfaces from joint to joint (beyond where patch-back occurs).

This Contractor will submit samples of all finishes, colored, exposed, etc., and concrete required per the Contract Documents. This Contractor is required to protect any exposed concrete surfaces with Skudo, plywood, etc. The Contractor will furnish and install all fencing and gates per contract documents. This includes pre-dig requirements, excavation, post footings, backfill and/or compaction, concrete, rebar, posts, material, gates, and accessories for the complete scope of work. This Contractor is to provide preparation for gate hardware installation. Furnish and install any additional boxes and/or backing as the hardware manufacturer requires.

Installation clearances and placement of specialty items around adjacent surfaces must meet all ADA Title 24 guidelines for all scope items in this package. The Contractor will clean and repair galvanized surfaces damaged by welding or abrasion, cut ends of fabric, and other cut sections with specified galvanizing repair material applied in conformance with the manufacturer’s printed instructions.

The Contractor is to furnish and install all rough carpentry and sheathing per contract documents including, but not limited to, framing with dimension lumber, framing with timber, framing with engineered wood products, rooftop equipment bases and support curbs, wood blocking, and nailers, wood furring, wood sleepers, plywood backing panels (incl. fire rated), framing hardware, nails, clips, bolts, threaded rods, anchors, screws, washers, wood-to-wood connections and steel-to-wood connections, wedge anchors, and all other miscellaneous accessories as related to rough carpentry.

The Contractor will furnish and install wood filler at roof HVAC unit curbs if applicable per mechanical drawings. The Contractor is to furnish and install all plywood, including any fire-

rated plywood materials indicated within the contract documents.

Contractor to furnish and install all interior drywall board and finishing (including texture) as required by the contract documents. Provide flat taped joints and surfaces on the drywall backing board located behind the ceramic tile. Furnish and install fire-rated and moisture-resistant boards and compounds where required by code and the contract documents. Furnish and install all trims, accessories, casings, corner trim, edge trim, texturing, reveals, moldings, etc., as required by the contract documents.

Contractor to furnish and install all drywall, fire-rated gypsum, exterior sheathing, and associated accessories required by the contract documents. Contractor to include all drywall and patch work at openings and penetrations required, i.e., ducts, fire dampers, pipes, conduits, lights, doors, frames, J-boxes, skylight shafts, draft stops, etc. All final drywall configurations must match, be true, and flush with adjacent construction. This may require custom sizes and/or shimming and/or furring as required. Contractor to patch and/or correct any surface defects in plaster before installation of finish.

This Contractor is to include all the preparation for painting, the painting, and the finishing work noted and required throughout the complete set of contract documents, including the Architectural, Structural, Mechanical, and Electrical Contract Documents. Items to be painted may not be limited to finish schedules and elevations. This Contractor is responsible for reviewing all contract documents, general notes, keynotes, specifications, and details and performing work accordingly for the entire project. The Contractor will properly prepare all surfaces as necessary before the commencement of painting, according to the contract documents and manufacturer's recommendations. The Contractor is responsible for providing necessary protection for all areas during painting to avoid overspray, drips, and spills. The Contractor is also responsible for removing all temporary protection installed when finished.

This contractor will correct all surfaces deemed not properly painted according to the contract documents and manufacturer's instructions at no additional cost. A properly painted surface will be uniform in appearance, color, texture, and sheen, free of foreign material, lumps, skins, runs, sags, holidays, misses, or insufficient coverage, and free of drips, spatters, spills, or overspray.

Contractor is responsible for painting and signage for the fire truck access path as called out on A-100 and A-101.

Contractor shall include in bid, ALL costs to supply a Payment and Performance Bond for the total cost of the bid. District will not except any additional cost related to these two items which are contract requirements. Contractor shall include in bid, ALL costs to provide Insurance coverages per the contract requirement set forth in the contract documents. District will not except any additional cost related to these insurance requirements. The Awarded Contractor shall immediately submit and order all long lead items as related to the scope of work, and any other item required as to not delay the project from being completed on time for the opening of school in the fall of 2025. The Contractor shall include any final testing, finish test or verification item or process to successfully close out and certify the project upon completion.

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 15 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 **MOUND ELEMENTARY SCHOOL HVAC UPGRADES.**
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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MOUND ELEMENTARY SCHOOL HVAC UPGRADES- DSA STAMPED SET DATED 12/30/2024

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TOTAL SHEETS : 80 SHEETS

DSA APPROVED SPECIFICATIONS DATED NOVEMBER 25TH 2024

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MOUND ELEMENTARY SCHOOL
HVAC REPLACEMENT #E5-25

for VENTURA UNIFIED SCHOOL DISTRICT
455 S HILL ROAD · VENTURA, CA 93003

PROJECT MANUAL

25 NOVEMBER 2024 · KBZ JOB NO. 24006F
FILE 56-40, A#03-124526

Owner: VENTURA UNIFIED SCHOOL DISTRICT
255 W Stanley Ave · Ventura, CA 93001 · Phone (805) 641-5000

Architect: KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 Figueroa St · Ste 100A · Ventura, CA 93001
Phone (805) 963-1726 · www.kbzarch.com

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SPECIFICATION MANUAL
for the construction of:
Ventura Unified School District
Mound Elementary School
HVAC Upgrades

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 Figueroa St, Ste 100A, Ventura, CA 93001



Todd A Jespersen — C-25839
Principal Architect — License No. — Stamp



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223 E Thousand Oaks Blvd, Ste 304, Thousand Oaks, CA 91360

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838 E Front St, Ventura, CA 93001

Hugh McTernan — M-030626
Project Engineer — License No. — Stamp



ELECTRICAL ENGINEER
C. HOOD & ASSOCIATES INC.
858 E Front St, Ventura, CA 93001

Craig Hood — 15392
Project Engineer — License No. — Stamp

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124526 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☐
DATE: 01/02/2025

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PROJECT MANUAL
for
MOUND ELEMENTARY SCHOOL
HVAC UPGRADES
455 S Hill Rd
Ventura, CA 93003

OWNER: **BOARD OF EDUCATION**
Ventura Unified School District
255 W Stanley Ave
Ventura, CA 93001
(805) 641-5000

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ELECTRICAL ENGINEER: **C. HOOD & ASSOCIATES INC**
858 E Front St
Ventura, CA 93001
(805) 641-4012

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SECTION 01 0001 - GENERAL DSA REQUIREMENTS

PART 1 - GENERAL

1.1 All work shall be compliant with California Building Code Title 24, for Parts 1-6 and 9.

1.2 California Building Code Title 24, Parts1-5 must be kept on site during construction.

1.3 If any conflicts or inconsistencies exist between the specifications and the drawings (including the general notes), more stringent requirements shall take precedence.

1.4 All DSA addenda must be signed by Architect and approved by DSA (Section 4-338, Part 1).

1.5 The intent of these drawings and specifications is that the work of the alteration, rehabilitation, or reconstruction is to be in accordance with Title 24, CCR. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, CC, a Construction Change Document (CCD), or a separate set of plans and specifications, detailing and specifying the required work shall be submitted to and approved by DSA before proceeding with the work. Section 4-317(c), Part 1, Title 24, CCR).

1.6 All 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).

A. DSA-regulated items are those which affect structural, life-safety, and/or accessibility components.

B. Construction Change Documents must be signed by all the following:

1. A/E of Record
2. Structural Engineer (when applicable)
3. Delegated professional engineer (when applicable)
4. DSA

1.7 The Project Inspector and testing lab must be employed by the owner and approved by all of the following:

A. A/E of Record

B. Structural Engineer (when applicable)

C. DSA

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 0001

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

B. Related Requirements:

1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 7300 "Execution" for coordination of Owner-installed products.

1.2 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.3 PROJECT INFORMATION

A. Project Identification: #E5-25 VUSD Mound HVAC Upgrades.

1. Project Location: 455 S Hill Rd, Ventura, CA 93003.

B. Owner: Ventura Unified School District.

1. Owner's Representative: Ryan Hughes, Bond Program Manager.

C. Architect: Kruger Bensen Ziemer Architects Inc.

1. Architect's Representative: Todd Jespersen, Principal Architect.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural: Orion Structural Group Inc.

a. Structural Engineering Representative: Will Lambert.

2. Mechanical: AE Group Mechanical Engineers Inc.

a. Mechanical Engineering Representative: Hugh McTernan

3. Electrical: C. Hood & Associates, Inc.

a. Electrical Engineering Representative: Craig Hood.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Replacement of existing gas-fired heat/vent units with new heat pumps and controls in Buildings A, B, C, F, G, H, I, J, and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to Work in areas 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.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. 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.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. 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.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Weekend Hours: with prior approval by District and Project Inspector.
2. Early Morning Hours: with prior approval by District and Project Inspector.
3. Hours for Utility Shutdowns: with prior approval by District.
4. Hours for Core Drilling or other noisy activity: with prior approval by District.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. 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.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, vaping, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. 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.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

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SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 2100 "Allowances" for products selected under an allowance.
2. Section 01 2300 "Alternates" for products selected under an alternate.
3. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request 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 facsimile of form provided in Project Manual.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of 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 substitutions 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 as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 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.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Substitution request is fully documented and properly submitted.
    c. Requested substitution will not adversely affect Contractor's construction schedule.
    d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    e. Requested substitution is compatible with other portions of the Work.
    f. Requested substitution has been coordinated with other portions of the Work.
    g. Requested substitution provides specified warranty.
    h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities

Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 2500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 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.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated 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 Section 01 2500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 2100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: 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.

2. Time & Material records shall be submitted to the Inspector of Record on a daily basis as they are accrued and are subject to verification and approval by the Inspector.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

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SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 2100 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 01 2600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section 01 3200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's Project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.

        1) Labor.
        2) Materials.
        3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site.

6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.

8. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect. Draft copy to be reviewed and approved by Inspector of Record prior to submission to Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

1. Other Application for Payment forms proposed by the Contractor shall be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Sustainable design action plans, including preliminary project materials cost data.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Initial progress report.

10. Report of preconstruction conference.
11. Certificates of insurance and insurance policies.
12. Performance and payment bonds.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. 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. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

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SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 01 3200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 01 7300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 01 7700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 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. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

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. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. 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. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.

d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 2600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 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 a minimum of 10 working days prior to meeting.
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: Architect will 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. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Phasing.
    d. Critical work sequencing and long lead items.
    e. Designation of key personnel and their duties.
    f. Lines of communications.
    g. Procedures for processing field decisions and Change Orders.
    h. Procedures for RFIs.
    i. Procedures for testing and inspecting.
    j. Procedures for processing Applications for Payment.
    k. Distribution of the Contract Documents.
    l. Submittal procedures.
    m. Preparation of Record Documents.
    n. Use of the premises and existing buildings.
    o. Work restrictions.
    p. Working hours.
    q. Owner's occupancy requirements.
    r. Responsibility for temporary facilities and controls.
    s. Procedures for moisture and mold control.
    t. Procedures for disruptions and shutdowns.
    u. Construction waste management and recycling.
    v. Parking availability.
    w. Office, work, and storage areas.
    x. Equipment deliveries and priorities.
    y. First aid.
    z. Security.
    aa. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and

installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Sustainable design requirements.
    i. Review of mockups.
    j. Possible conflicts.
    k. Compatibility requirements.
    l. Time schedules.
    m. Weather limitations.
    n. Manufacturer's written instructions.
    o. Warranty requirements.
    p. Compatibility of materials.
    q. Acceptability of substrates.
    r. Temporary facilities and controls.
    s. Space and access limitations.
    t. Regulations of authorities having jurisdiction.
    u. Testing and inspecting requirements.
    v. Installation procedures.
    w. Coordination with other work.
    x. Required performance results.
    y. Protection of adjacent work.
    z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. 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.

3. 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.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site use.
        8) Temporary facilities and controls.
        9) Progress cleaning.
        10) Quality and work standards.
        11) Status of correction of deficient items.
        12) Field observations.
        13) Status of RFIs.
        14) Status of Proposal Requests.
        15) Pending changes.
        16) Status of Change Orders.
        17) Pending claims and disputes.
        18) Documentation of information for payment requests.

4. 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 01 3100

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

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 documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF file.
3. Two paper copies, of sufficient size to display entire period or schedule, as required.

B. Startup construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Daily Construction Reports: Submit at weekly intervals.

F. Material Location Reports: Submit at weekly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

H. Unusual Event Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project, Primavera, or Meridian Prolog, for current Windows operating system.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

    a. Windows.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

3. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Seasonal variations.
    g. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Deliveries.
    g. Installation.
    h. Tests and inspections.
    i. Adjusting.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Overall Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

H. Contractor's 3-Week “Look-Ahead” Schedule Updating: At each regularly scheduled construction meeting, issue a short term schedule that shows the prior week’s activities and the activities for the upcoming two weeks (3 weeks in total).

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

J. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.8 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Partial completions and occupancies.
17. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3200

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 01 2900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 3100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 01 3200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 3233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
5. Section 01 4000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 01 7700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 01 7823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 01 7839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with

requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

    a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

    b. For file attachments over 30mb, Architect will provide web link for uploading PDF attachments.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections 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.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. 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.

F. 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.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.

h. Availability and delivery time information.

4. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Paper 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.

a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
3. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
4. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals 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.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.

1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. 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.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect will discard submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3300

SECTION 01 3516 - ALTERATION PROJECT PROCEDURES

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 special procedures for alteration work.

1.3 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. 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.

D. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

E. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

F. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

G. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

H. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

I. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

J. Retain: To keep existing items that are not to be removed or dismantled.

K. Strip: To remove existing finish down to base material unless otherwise indicated.

1.4 COORDINATION

A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.

1. Schedule construction operations in sequence required to obtain best Work results.
2. Coordinate sequence of alteration work activities to accommodate the following:

    a. Owner's continuing occupancy of portions of existing building.
    b. Owner's partial occupancy of completed Work.
    c. Other known work in progress.
    d. Tests and inspections.

3. Detail sequence of alteration work, with start and end dates.
4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
5. Use of elevator and stairs.
6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns and adjacent to restricted areas. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Access to restricted areas may not be obstructed. Plan and execute the Work accordingly.

1.5 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed.

1.6 INFORMATIONAL SUBMITTALS

A. Fire-Prevention Plan: Submit 30 days before work begins.

1.7 QUALITY ASSURANCE

A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

B. Fire-Watch Plan: Prepare a written plan for maintaining fire watch in areas where the existing fire alarm system has been taken offline, during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

C. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label 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 unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.

3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

E. Storage Space:

1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space does not include security for stored material.

1.9 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

C. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

    a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

C. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 GENERAL ALTERATION WORK

A. Have specialty work performed only by qualified specialists.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.

D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 01 3516

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a 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).

D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. 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.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 DIVISION OF THE STATE ARCHITECT REQUIREMENTS

A. ALL WORK SHALL CONFORM TO 2022 EDITION TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

B. CONSTRUCTION SHALL BE OBSERVED BY THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE PER CAC 4-333.

C. A 'DSA CERTIFIED' PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24, CCR).

D. A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE SCHOOL BOARD SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THIS PROJECT.

E. SPECIAL INSPECTIONS SHALL BE PER CBC CHAPTER 17A BY QUALIFIED INSPECTORS. SPECIAL INSPECTORS NOT EMPLOYED BY THE APPROVED TESTING LAB SHALL BE APPROVED SEPARATELY BY THE DIVISION OF THE STATE ARCHITECT.

F. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHERE-IN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OR REGULATIONS, A CONSTRUCTION CHANGE DOCUMENT, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT BEFORE PROCEEDING WITH THE WORK (SECTION 4-317(C), PART 1 TITLE 24 CCR).

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements 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 direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 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, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
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. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, 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. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.

4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
8. Demolish and remove mockups when directed unless otherwise indicated.

H. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Owner will engage DSA-certified independent testing lab, inspection agency, and project inspector as applicable to ensure compliance with the approved documents.

1. Refer to approved DSA Form 103 for list of required tests, inspections, and waived inspection items and responsible parties for each.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
3. Testing and inspection requested by Contractor and not required by the Contract Documents are the Contractor's responsibility.
4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."

E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

F. Associated Contractor Services: Cooperate with agencies and representatives 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 inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, 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 Section 01 7300 "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.

3.3 TEST AND INSPECTION – DSA FORM 103

A. Refer to approved DSA-103 for items requiring testing and/or inspection and the responsible party.

END OF SECTION 01 4000

SECTION 01 4200 - 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. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
2. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
3. AIA - American Institute of Architects (The); www.aia.org.
4. AISC - American Institute of Steel Construction; www.aisc.org.
5. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
6. ANSI - American National Standards Institute; www.ansi.org.
7. APA - APA - The Engineered Wood Association; www.apawood.org.
8. ASCE - American Society of Civil Engineers; www.asce.org.
9. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
10. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
11. ASTM - ASTM International; www.astm.org.
12. AWI - Architectural Woodwork Institute; www.awinet.org.
13. AWPA - American Wood Protection Association; www.awpa.com.
14. BICSI - BICSI, Inc.; www.bicsi.org.
15. CSI - Construction Specifications Institute (The); www.csinet.org.
16. DHI - Door and Hardware Institute; www.dhi.org.
17. FM Approvals - FM Approvals LLC; www.fmglobal.com.
18. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
19. FSA - Fluid Sealing Association; www.fluidsealing.com.
20. FSC - Forest Stewardship Council U.S.; www.fscus.org.
21. GA - Gypsum Association; www.gypsum.org.

22. GANA - Glass Association of North America; www.glasswebsite.com.
23. GS - Green Seal; www.greenseal.org.
24. ICBO - International Conference of Building Officials; (See ICC).
25. ICC - International Code Council; www.iccsafe.org.
26. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
27. ISO - International Organization for Standardization; www.iso.org.
28. NFPA - National Fire Protection Association; www.nfpa.org.
29. NFPA - NFPA International; (See NFPA).
30. NFRC - National Fenestration Rating Council; www.nfrc.org.
31. NRCA - National Roofing Contractors Association; www.nrca.net.
32. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
33. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
34. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
35. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
36. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
37. WDMA - Window & Door Manufacturers Association; www.wdma.com.
38. WI - Woodwork Institute; www.wicnet.org.
39. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
40. 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. ICC - International Code Council; www.iccsafe.org.
2. 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. DOE - Department of Energy; www.energy.gov.
2. EPA - Environmental Protection Agency; www.epa.gov.
3. GSA - General Services Administration; www.gsa.gov.
4. OSHA - Occupational Safety & Health Administration; www.osha.gov.
5. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

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. FED-STD - Federal Standard; (See FS).

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. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
2. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
3. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 5000 - 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 01 1000 "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, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. 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. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:

1. Methods used to meet the goals and requirements of the Owner.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

1.4 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

2.2 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 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.

1. Locate facilities to limit site disturbance as specified in Section 01 1000 "Summary."

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. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
   1. Connect temporary service to Owner's existing power source, as directed by Owner.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

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 of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
   2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. 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: Provide temporary offsite parking areas for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

   1. Identification Signs: Provide Project identification signs as indicated on Drawings.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

      a. Provide temporary, directional signs for construction personnel and visitors.

   3. Maintain and touch up signs, so they are legible at all times.

G. 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 01 7300 "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.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 01 1000 "Summary."

C. 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.

D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

E. 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 indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

END OF SECTION 01 5000

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 01 2100 "Allowances" for products selected under an allowance.
2. Section 01 2300 "Alternates" for products selected under an alternate.
3. Section 01 2500 "Substitution Procedures" for requests for substitutions.
4. Section 01 4200 "References" for applicable industry standards for products specified.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section,

provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.3 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Architect's Approval of Submittal: As specified in Section 01 3300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 3300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

    a. Name of product and manufacturer.
    b. Model and serial number.
    c. Capacity.
    d. Speed.
    e. Ratings.

3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 7700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

a. Submit additional documentation required by Architect through Construction Manager in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

   a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

   a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

   a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

   a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 2500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 2500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

B. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

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SECTION 01 7300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 01 1000 "Summary" for limits on use of Project site.
2. Section 01 7700 "Closeout Procedures" for final cleaning.
3. Section 02 4119 "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 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. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. 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.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. 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 01 3100 "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. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 01 7700 "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. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Proceed with patching after construction operations requiring cutting are complete.

G. 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. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. 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 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

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 01 5000 "Temporary Facilities and Controls."

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.

3.6 STARTING AND ADJUSTING

A. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."

3.7 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 01 7300

SECTION 01 7700 - 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.

B. Related Requirements:

1. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Section 01 7900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at final completion.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: 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. Complete and upload the Division of the State Architect's form DSA-6C Final Verified Report.
3. 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.
4. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
5. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

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. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 7900 "Demonstration and Training."
3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
4. Complete final cleaning requirements.
5. 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 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.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 2900 "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 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 will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (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, starting with exterior areas first.
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.
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.

1.8 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 on digital media acceptable to Architect.

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 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. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 5000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."

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 01 7700

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

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 preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Product maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
2. Submit one paper copy.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

E. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1.6 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 7823

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 7700 "Closeout Procedures" for general closeout procedures.
2. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) 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 and one set of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

1.4 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.

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. Revisions to routing of piping and conduits.
d. Revisions to electrical circuitry.
e. Actual equipment locations.
f. Locations of concealed internal utilities.
g. Changes made by Change Order or Construction Change Directive.
h. Changes made following Architect's written orders.
i. Details not on the original Contract Drawings.
j. Field records for variable and concealed conditions.
k. 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 sets 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.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and record Drawings where applicable.

C. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 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

PART 3 - EXECUTION

END OF SECTION 01 7839

SECTION 01 7900 - DEMONSTRATION AND TRAINING

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 instructing Owner's personnel, including the following:

1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.3 CLOSEOUT SUBMITTALS

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Systems and equipment operation manuals.
    c. Systems and equipment maintenance manuals.
    d. Product maintenance manuals.
    e. Project Record Documents.
    f. Identification systems.
    g. Warranties and bonds.
    h. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.

f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Required sequences for electric or electronic systems.
l. Special operating instructions and procedures.

5. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

6. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning.
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

1.7 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 7823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01 7900

SECTION 02 4119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 1000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 7300 "Execution" for cutting and patching procedures.
3. Section 01 3516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

D. 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.

1.3 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 Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 INFORMATIONAL SUBMITTALS

A. 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.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. 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.

1.7 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. Existing warranties include the following:

1. Roofing.

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.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's 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/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

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 selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 FIRE ALARM SYSTEMS

A. When the fire alarm system is out of service, an approved fire watch shall be provided per CFC 901.7.

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 5000 "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 portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least two 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.

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 Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

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. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

C. 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.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

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.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 03 3053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture.

1.3 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. Comply with the following sections of ACI 301 unless modified by requirements in the Contract Documents:

1. "General Requirements."
2. "Formwork and Formwork Accessories."
3. "Reinforcement and Reinforcement Supports."
4. "Concrete Mixtures."
5. "Handling, Placing, and Constructing."

B. Comply with ACI 117.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

B. Plain-Steel Wire: ASTM A1064/A1064M, as drawn.

C. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

D. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

2.3 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I/II.
2. Fly Ash: ASTM C618, Class C or F.

C. Normal-Weight Aggregate: ASTM C33/C33M, 1-1/2-inch nominal maximum aggregate size.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures (optional): Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

F. Water: ASTM C94/C94M.

2.4 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork.

2.5 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

B. Water: Potable.

C. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B.

2.6 CONCRETE MIXTURES

A. Comply with ACI 301.

B. Normal-Weight Concrete:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.

1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

3.5 CONCRETE PLACEMENT

A. Comply with ACI 301 for placing concrete.

B. Do not add water to concrete during delivery, at Project site, or during placement.

C. Consolidate concrete with mechanical vibrating equipment according to ACI 301.

D. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 6 inches high unless otherwise indicated; and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
3. Minimum Compressive Strength: 3000 psi at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.6 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.

1. Apply to concrete surfaces exposed to public view.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.

1. Do not further disturb surfaces before starting the finishing operations.

C. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

D. Slip-Resistive Broom Finish: Apply a slip-resistive finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.8 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

END OF SECTION 03 3053

SECTION 06 1000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood products.
2. Dimension lumber framing.

1.2 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

C. Exposed Framing: Framing not concealed by other construction.

D. Lumber grading agencies, and abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. SPIB: The Southern Pine Inspection Bureau.
4. WCLIB: West Coast Lumber Inspection Bureau.
5. WWPA: Western Wood Products Association.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products 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

A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber 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, mark grade stamp on end or back of each piece.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
4. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 19 percent unless otherwise indicated.

2.2 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions by Grade: Construction or No. 2 grade.

1. Application: All interior partitions and soffit framing.
2. Species:

a. Western woods; WCLIB or WWPA.

B. Beams 4x10 and larger, and 6x8 and larger shall be Douglas-Fir No.1 grade.

2.3 MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

C. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.

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 furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 FASTENERS

A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.

1. Where rough 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 A153/A153M or ASTM F2329.

B. Nails, Brads, and Staples: ASTM F1667.

C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 as appropriate for the substrate.

2.5 METAL FRAMING ANCHORS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. MiTek Industries, Inc.
2. Simpson Strong-Tie.
3. Tamlyn.

B. Materials: Unless otherwise indicated, fabricate from the following materials:

1. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 coating designation.

a. Use for interior locations unless otherwise indicated.

2. Heavy-Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

a. Use for wood-preservative-treated lumber and where indicated.

3. Stainless steel bars and shapes complying with ASTM A276/A276M, Type 304.

a. Use for exterior locations and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough 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. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Do not splice structural members between supports unless otherwise indicated.

F. 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 o.c.

G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.

H. 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.

I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.10.1, "Fastening Schedule," in California Building Code (CBC).
2. ICC-ES evaluation report for fastener.

J. Securely attach roofing nailers to substrates by anchoring and fastening to withstand bending, shear, or other stresses imparted by Project wind loads and fastener-resistance loads as designed in accordance with ASCE/SEI 7.

K. 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 INSTALLATION OF WOOD BLOCKING AND NAILERS

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 wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.

3.3 INSTALLATION OF WALL AND PARTITION FRAMING

A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Fasten plates to supporting construction unless otherwise indicated.

1. For exterior walls, provide 2-by-4-inch nominal- size wood studs spaced 16 inches o.c. unless otherwise indicated.
2. For interior partitions and walls, provide 2-by-4-inch nominal- size wood studs spaced 16 inches o.c. unless otherwise indicated.
3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.

B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.

C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.

1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48

to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.

3.4 INSTALLATION OF FLOOR JOIST FRAMING

A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:

1. Where supported on wood members, by using metal framing anchors.
2. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.

B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.

C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than one-third depth of joist; do not locate closer than 2 inches from top or bottom.

D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.

E. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.

F. Provide solid blocking between joists under jamb studs for openings.

G. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.

1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.

3.5 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 1000

SECTION 07 5500 - MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cold Applied 2-Ply Thermoplastic Hybrid Roof System (KEE-Stone FB 60). (2.17)(3.4)

B. Accessories. (2.19)

1.2 RELATED SECTIONS

A. Section 06 1000 - Rough Carpentry.

1.3 REFERENCES

A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

C. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.

D. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.

E. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

F. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

G. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

H. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

I. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

J. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.

K. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.

L. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

M. Factory Mutual Research (FM): Roof Assembly Classifications.

N. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

O. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

P. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

Q. Warnock Hersey (WH): Fire Hazard Classifications.

R. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

S. ASCE 7, Minimum Design Loads for Buildings and Other Structures

T. UL - Fire Resistance Directory.

U. California Title 24 Energy Efficient Standards.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Design Requirements:
1. Uniform Wind Uplift Load Capacity
a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
1) Design Code: ASCE 7, Method 2 for Components and Cladding.
2. Live Load: 20 psf, or not to exceed original building design.
3. Dead Load:
a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

C. Roof system shall have been tested in compliance with the following codes and test requirements:
1. Cool Roof Rating Council:
a. CRRC Directory

1.5 SUBMITTALS

A. Submit under provisions of Section 01 3000.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.

E. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.

F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
   1. Record minutes of the conference and provide copies to all parties present.
   2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
   3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
   1. Warranty Period:
      a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 600.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
   1. Bidder will not be allowed to change materials after the bid opening date.
   2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
   3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
      a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
      b. Will provide the same guarantee for substitution as for the product and method specified.
      c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
      d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
      e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
      f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
   4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
   5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY THERMOPLASTIC HYBRID ROOF SYSTEM - KEE-Stone FB 60

A. Nailable Base Sheet: One ply fastened to the deck per wind uplift calculations.
   1. VersiPly 40:

B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
   1. FlexBase E 80:

C. Thermoplastic Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive (2):
   1. KEE-Stone HP 60:

D. Interply Adhesive: (1)
   1. Green-Lock Plus Membrane Adhesive.

E. Interply Adhesive: (2)
   1. KEE-Lock Foam

F. Flashing Base Ply: One ply bonded to the prepared substrate with Flashing Ply Adhesive:

1. FlexBase E 80:

G. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Flashing Ply Adhesive:
   1. KEE-Stone HP 60 Flashing.

H. Flashing Ply Adhesive (1):
   1. Green-Lock Plus Flashing Adhesive.

I. Flashing Ply Adhesive (2):
   1. KEE-Lock Foam

2.3 ACCESSORIES:

A. Roof Insulation: Provide G-P Gypsum DenDeck Prime or USG Securrock for proper adhesion of the self-adhered base sheet

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
   7. Prime decks where required, in accordance with requirements and recommendations of

the primer and deck manufacturer.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
   1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
   2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

A. Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
   1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
   2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
   3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
   4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
   5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.

6. Install base flashing ply to all perimeter and projection details.
7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Thermoplastic Cap Ply: Allow plies to relax before installing. Install in interplay adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
2. All field seams must be clean and dry prior to initiating any field welding. Remove foreign materials from the seams (dirt, oils, etc.) with acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. Do not use denim or synthetic rags for cleaning.
3. Contaminated areas within a membrane seam will inhibit proper welding and will require a membrane patch or strip.
4. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld. The lap or seam area of the membrane may be intermittently tack welded to hold the membrane in place.
5. The back interior edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
6. Follow local code requirements for electric supply, grounding and surge protection. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
7. Properly welded seams shall utilize a 1.5 inch wide nozzle, to create a homogeneous weld, a minimum of 1.5 inches in width.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall

flashings as specified in Section 07620 or Section 07 710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
   1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
   2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
   3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
   4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
   5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
   6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
   7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
   8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

H. Flashing Cap Ply:
   1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
   2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
   3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
   4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
   5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
   6. All stripping shall be installed prior to flashing cap sheet installation.

7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
1. Warranty shall be issued upon manufacturer's acceptance of the installation.
2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:

1. FlexBase E 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147.
    a. Tensile Strength, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 550 lbf/in XD 550 lbf/in
        2) 50 mm/min. @ 23 +/- 2 deg. C MD 96.2 kN/m XD96.2 kN/m
    b. Tear Strength, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1,000 lbf XD 1,000 lbf
        2) 50 mm/min. @ 23 +/- 2 deg. C MD 4,448 N XD 4,448 N
    c. Elongation at Maximum Tensile, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% XD 9%
        2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 9%
    d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:
    1. KEE-Stone FB 60: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D6754
        a. Breaking Strength, ASTM D 751, Proc. B, strip
            1) 375 lbf. (1,668 N)
        b. Tear Strength ASTM D 751
            1) 120 lbf. min. (534 N)
        c. Elongation at Break (%), ASTM D 751, Proc. B, Strip
            1) 40.0%

C. Interply Adhesive:
    1. Green-Lock Plus Membrane Adhesive: Cold applied solvent free membrane adhesive: zero V.O.C. compliant performance requirements:
        a. Non-Volatile Content ASTM D 4586 100%
        b. Density ASTM D 1475 12.3 lbs./gal. (1.47 g/cm3)
        c. Viscosity Brookfield Spindle T-E at 5 rpm 124,000 cPs.
        d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
        e. Slope: up to 3:12
    2. Green-Lock Plus White Adhesive: High-performance, moisture-cured polymer, white adhesive used to construct cold process roofing systems on single or multiple plies of Garland-approved base sheets and Garland-approved membranes.
        a. Non-Volatile Content ASTM D 4586 100%
        b. Density ASTM D 1475 12.8 lbs./gal. (1.47 g/cm3)
        c. Viscosity Brookfield Spindle T-E at 5 rpm 60,000 cPs.
        d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
        e. Slope: up to 3:12
    3. KEE-Lock Foam: Dual component, single bead (ribbon applied) urethane insulation/membrane adhesive.
        a. Tensile Strength (ASTM D 412) 250 psi
        b. Density (ASTM D 1875) 8.5 lbs./gal.
        c. Viscosity (ASTM D 2556) 22,000 - 60,000 cP
        d. Peel Strength (ASTM D 903) 17 lb./in.
        e. Flexibility (ASTM D 816) Pass @ -70 deg. F (-56.7 deg. C)

D. Flashing Base Ply:
   1. FlexBase E 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 550 lbf/in XD 550 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 96.2 kN/m XD96.2 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1,000 lbf XD 1,000 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 4,448 N XD 4,448 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% XD 9%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 9%
      d. Low Temperature Flexibility, ASTM D 5147
         1) Passes -40 deg. F (-40 deg. C)

E. Flashing Ply Adhesive:
   1. KEE-Lock Foam: Dual component, single bead (ribbon applied) urethane insulation/membrane adhesive.
      a. Tensile Strength (ASTM D 412) 250 psi
      b. Density (ASTM D 1875) 8.5 lbs./gal.
      c. Viscosity (ASTM D 2556) 22,000 - 60,000 cP
      d. Peel Strength (ASTM D 903) 17 lb./in.
      e. Flexibility (ASTM D 816) Pass @ -70 deg. F (-56.7 deg. C)
   2. Green-Lock Plus Flashing Adhesive: Cold applied solvent free flashing adhesive: zero V.O.C.
      a. Non-Volatile Content ASTM D 4586 100%
      b. Density ASTM D 1475 11.8 lbs./gal. (1.17 g/cm3)
      c. Viscosity Brookfield 400,000 cPs.
      d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)

F. Surfacing:
   1. Flashing Cap (Ply) Sheet:
      a. KEE-Stone FB 60 Flashing: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D 6754.
         1) Breaking Strength, ASTM D 751, Proc. B, strip
            a) 378 lbf
         2) Tear Strength ASTM D 751
            a) 120 lbf. minumum.
         3) Elongation at Break (%), ASTM D 751, Proc. B, Strip
            a) 40.0%

END OF SECTION

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SECTION 07 8413 - PENETRATION FIRESTOPPING

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. Penetration firestopping systems for the following potential applications:

a. Penetrations in fire-resistance-rated walls.
b. Penetrations in horizontal assemblies.
c. Penetrations in smoke barriers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals:

1. Product Data: For sealants, indicating VOC content.
2. Laboratory Test Reports: For sealants, indicating compliance with requirements for low-emitting materials.

C. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics:

1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:

    a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.

        1) UL in its "Fire Resistance Directory."
        2) Intertek Group in its "Directory of Listed Building Products."
        3) FM Approval in its "Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. 3M Fire Protection Products.
   b. Hilti, Inc.
   c. Specified Technologies, Inc.

B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.

D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.

1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.

E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E84.

1. Verify sealant has a VOC content of 250 g/L or less.
2. Verify sealant complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

1. Permanent forming/damming/backing materials.
2. Substrate primers.
3. Collars.
4. Steel sleeves.

2.3 FILL MATERIALS

A. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.

B. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

C. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.

D. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.

E. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

F. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

G. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

H. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

I. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.4 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, 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: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

C. Install fill materials by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.

B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

3.6 PENETRATION FIRESTOPPING SYSTEM SCHEDULE

A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ.

B. Where Intertek Group-listed systems are indicated, they refer to design numbers in Intertek Group's "Directory of Listed Building Products" under "Firestop Systems."

C. Where FM Approval-approved systems are indicated, they refer to design numbers listed in FM Approval's "Approval Guide" under "Wall and Floor Penetration Fire Stops."

END OF SECTION 07 8413

SECTION 08 1416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Five-ply flush wood doors for opaque finish.
2. Factory priming flush wood doors and frames.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including the following:

1. Door core materials and construction.
2. Door edge construction
3. Door trim for openings.
4. Door frame construction.
5. Factory-machining criteria.
6. Factory-priming specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:

1. Door schedule indicating door and frame location, type, size, and swing.
2. Door elevations, dimension and locations of hardware.
3. Details of frame for each frame type, including dimensions and profile.
4. Dimensions and locations of mortises and holes for hardware.
5. Doors to be factory primed and application requirements.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Mark each door on bottom rail with opening number used on Shop Drawings.

1.4 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install doors until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of construction period.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace doors and frames that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Delamination of veneer.
b. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
c. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.

2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors and frames.
3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS AND FRAMES, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI/AWMAC/WI's "Architectural Woodwork Standards."

B. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

C. Composite Wood Products: Verify products are made using ultra-low-emitting formaldehyde resins, as defined in the California Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products," or are made with no added formaldehyde.

2.3 SOLID-CORE FIVE-PLY FLUSH WOOD DOORS FOR OPAQUE FINISH

A. Interior Doors, Solid-Core Five-Ply:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Oshkosh Door Company.
b. VT Industries, Inc.

2. Architectural Woodwork Standards Grade: Premium.
3. Faces: MDO.

a. Apply MDO to standard-thickness, closed-grain, hardwood face veneers or directly to high-density hardboard crossbands.

4. Exposed Vertical Edges: Any closed-grain hardwood.

5. Core for Non-Fire-Rated Doors:

a. Either glued wood stave or WDMA I.S. 10 structural composite lumber.

6. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

2.4 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated.

1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

B. Factory machine doors for hardware that is not surface applied.

1. Locate hardware to comply with DHI-WDHS-3.
2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.

2.5 FACTORY PRIMING

A. Doors for Opaque Finish: Factory prime faces, all four edges, edges of cutouts, and mortises with one coat of wood primer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.

1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: For installation, see Section 08 7100 "Door Hardware."

B. Install doors and frames to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

C. Install frames level, plumb, true, and straight.

1. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.
2. Anchor frames to anchors or blocking built in or directly attached to substrates.

    a. Secure with countersunk, concealed fasteners and blind nailing.
    b. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.

D. Job-Fitted Doors:

1. Align and fit doors in frames with uniform clearances and bevels as indicated below.

    a. Do not trim stiles and rails in excess of limits set by manufacturer.

2. Machine doors for hardware.
3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
4. Clearances:

    a. Provide 1/8 inch at heads, jambs, and between pairs of doors.

5. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.

3.3 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 08 1416

SECTION 08 7100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanical door hardware for the following:

a. Swinging doors.

1.2 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 door hardware technician.

1.3 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. 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. Fastenings and other installation information.
e. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
f. Mounting locations for door hardware.
g. List of related door devices specified in other Sections for each door and frame.

C. Keying Schedule: Prepared by or 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.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals.

B. Schedules: Final door hardware schedule.

1.6 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.

1.7 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 and permanent cores to Owner by registered mail or overnight package service.

1.8 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:

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of door hardware from single manufacturer.

2.2 HINGES

A. Hinges: BHMA A156.1.

2.3 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Trim:

1. Description: As indicated on Drawings.

C. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

D. Bored Locks: BHMA A156.2; Grade 2; Series 4000.

2.4 MANUAL FLUSH BOLTS

A. Manual Flush Bolts: BHMA A156.16; minimum 3/4-inch throw; designed for mortising into door edge.

2.5 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

B. High-Security Lock Cylinders: BHMA A156.30; permanent cores that are removable; face finished to match lockset.

1. Type: M, mechanical.
2. Confirm District keyway prior to ordering permanent cores

C. Construction Cores: not required.

2.6 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock.

1. Existing System:

a. Master key or grand master key locks to Owner's existing system.

2. Keyed Alike: Key all cylinders to same change key.

B. Keys: Brass.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:

a. Notation: Information to be furnished by Owner.

2.7 ACCESSORIES FOR PAIRS OF DOORS

A. Astragals: BHMA A156.22.

2.8 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. National Guard Products, Inc.
    b. Pemko Manufacturing Company Inc.; ASSA ABLOY Accessories and Door Controls Group, Inc.; ASSA ABLOY.
    c. Zero International; Allegion plc.

B. Maximum Air Leakage: When tested in accordance with ASTM E283 with tested pressure differential of 0.3-inch wg, as follows:

1. Gasketing on Double Doors: 0.50 cfm per ft. of door opening.

2.9 FABRICATION

A. 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.

B. 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. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.10 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. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Wood Doors: Comply with door and hardware manufacturers' written instructions.

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights indicated on Drawings unless otherwise indicated or required to comply with governing regulations.
   1. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."

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 of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period.

   1. Furnish permanent cores to Owner for installation.

E. Perimeter Gasketing: Apply to head, jamb, and sill, forming seal between door and frame.

   1. Do not notch perimeter gasketing to install other surface-applied hardware.

F. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are 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.

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. Hardware Set 01 – HVAC Soffit Doors: Each pair of doors to have the following:
- (4) EA. IVES 3CB1 4x4 HINGES 652
- (1) IVES CONSTR. LATCHING BOLT FB61P 630
- (1) SCHLAGE DOOR BOLT B581 626 (install thumb turn facing classroom)
- (1) SET ACOUSTIC SEALS ALL AROUND
- (1) SET ASTRAGAL SEALS PEMKO 316_S (INTERIOR)

B. Hardware Set 02 – HVAC Closet Doors: Each door to have the following:
- (3) EA. IVES 3CB1 4.5x4 HINGES 652
- (1) EA. GLYNN-JOHNSON 450H OVERHEAD STOP US32D
- (1) SCHLAGE NIGHT LATCH B250TD 626
- (1) EA. CYLINDER CORE TO MATCH DISTRICT STD.
- (1) SET ACOUSTIC SEALS ALL AROUND

END OF SECTION 08 7100

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SECTION 09 2400 - CEMENT PLASTERING

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. Metal lath.
2. Accessories.
3. Base-coat cement plaster.
4. Cement plaster finish coats.

B. Related Requirements:

1. Section 09 9100 “Painting” for field-applied finish paint products to be applied over ready-mixed finish-coat plaster.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.

D. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches, and prepared on rigid backing.

1.5 MOCKUPS

A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups for each substrate and color and finish texture indicated for cement plastering, including accessories.

a. Size: 100 sq. ft. in surface area.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside, under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.7 FIELD CONDITIONS

A. Comply with ASTM C 926 requirements.

B. Exterior Plasterwork:

1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
2. Apply plaster when ambient temperature is greater than 40 deg F.
3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.

C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.1 METAL LATH

A. Expanded-Metal Lath: ASTM C 847, cold-rolled carbon-steel sheet with ASTM A 653/A 653M, G60, hot-dip galvanized-zinc coating.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

a. CEMCO; California Expanded Metal Products Co.
b. ClarkDietrich Building Systems.
c. Phillips Manufacturing Co.

2. Flat Diamond-Mesh Lath: 3.4 lb/sq. yd..
3. Self-Furring Diamond-Mesh Lath: 3.4 lb/sq. yd.
4. 3/8-Inch Rib Lath: 3.4 lb/sq. yd.

2.2 ACCESSORIES

A. General: Comply with ASTM C 1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Metal Accessories:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

    a. CEMCO; California Expanded Metal Products Co.
    b. ClarkDietrich Building Systems.
    c. Phillips Manufacturing Co.

2. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A653/A653M, G60 (Z180) zinc coating.
3. External- (Outside-) Corner Reinforcement: Fabricated from metal lath, hot-dip galvanized with ASTM A653/A653M G60 zinc coating.
4. Casing Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
5. Control Joints: Fabricated from zinc or zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on exposed face of control joint.
6. One-Piece Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.

C. Aluminum Moldings:

1. Basis-of-Design Manufacturer: Subject to compliance with requirements, provide products by Fry Reglet Corporation, or approved equal.
2. T-Reveal Molding: Fry Reglet TRM-75-75, or approved equal.

    a. Description: Reveal transition between vertical and non-vertical cement plaster.
    b. Material: Extruded aluminum, clear anodized finish.

3. Fabrication, General:

    a. Mounting holes: Provide mounting holes located at 8" o. c.
    b. Make custom miters and intersections with welded corners or with high-strength industrial tape on backs.

2.3 BASE-COAT CEMENT PLASTER

A. General: Comply with requirements in ASTM C926 for applications indicated.

B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:

1. Portland Cement Mixes:

    a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
    b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

2.4 ANTI-FRACTURE MEMBRANE

A. Polymer-modified base coat and anti-fracture membrane for smooth-troweled plaster finishes. Material shall be compatible with Portland cement basecoat and finish coat materials:

1. Available Product: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following, or approved equal:

    a. Stucco Level Coat by Parex USA, Inc.; (800) 226-2424.

B. Reinforcing Mesh: 4.5 oz woven fiberglass mesh, manufactured specifically for embedment in polymer-modified base coat in cement plaster assemblies. Mesh products used for EIFS systems are not permitted.

2.5 CEMENT PLASTER FINISH COATS

A. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. California Stucco Products Corp.; Conventional Portland Cement Stucco.
    b. LaHabra Stucco Solutions; Parex USA; Exterior Stucco Color Coat.
    c. Omega Products International, Inc.; ColorTek Exterior Stucco.

2. Color: As selected by Architect from manufacturer's full range to match exterior paint color as indicated on Drawings. Note all exterior cement plaster to be painted in addition to having integral color finish coat.
3. Source Limitations: Obtain ready-mixed finish-coat plaster from single source from single manufacturer.

2.6 PLASTER MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type II.

B. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

C. Sand Aggregate: ASTM C 897.

2.7 MISCELLANEOUS MATERIALS

A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in cement plaster.

C. Fasteners for Attaching Metal Lath to Substrates: Corrosion-resistant screws per ASTM C 1063.

D. Fasteners for Attaching Metal Accessories to Substrates: Exposed fasteners (provided by installer) shall be countersunk and shall match accessories in color.

1. Aluminum to aluminum: Aluminum or Type 302 or 304 stainless steel.
2. Aluminum to stainless steel or carbon steel: Type 302 or 304 stainless steel.

E. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Reject plaster materials that are wet or moisture damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.

B. Prepare smooth, solid substrates for plaster according to ASTM C 926.

3.3 INSTALLATION, GENERAL

A. Fire-Resistance-Rated Assemblies: Install components in accordance with requirements for design designations from listing organization and publication indicated on Drawings.

3.4 INSTALLING METAL LATH

A. Metal Lath at Vertical Surfaces: Install according to ASTM C 1063.

1. Partition Framing and Vertical Furring: Install flat-diamond-mesh lath.
2. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

B. Metal Lath at Flat-Ceiling and Horizontal Framing: Install according to ASTM C 1063.

1. Install 3/8-inch rib lath.
2. Comply with installation requirements in California Building Code (CBC) 2507.3, Lath Attachment to Horizontal Wood Supports. Where interior or exterior lath is attached to horizontal wood supports, either of the following attachments shall be used in addition to the methods of attachment described in referenced standards listed in CBC Table 2507.2.

    a. Secure lath to alternate supports with ties consisting of a double strand of No. 18 W & M gage galvanized annealed wire at one edge of each sheet of lath. Wire ties shall be installed not less than 3 inches back from the edge of each sheet and shall be looped around stripping, or attached to an 8d common wire nail driven into each side of the joist 2 inches above the bottom of the joist or to each end of a 16d common wire nail driven horizontally through the joist 2 inches above the bottom of the joist and the ends of the wire secured together with three twists of the wire.
    b. Secure lath to each support with 1/2-inch-wide, 1-1/2-inch-long No. 9 W & M gage, ring shank, hook staple placed around a 10d common nail laid flat under the surface of the lath not more than 3 inches from edge of each sheet. Such staples may be placed over ribs of 3/8-inch rib lath or over back wire of welded wire fabric or other approved lath, omitting the 10d nails.

3.5 INSTALLION OF ACCESSORIES

A. Install according to ASTM C 1063 and at locations indicated on Drawings.

B. Reinforcement for External (Outside) Corners:

1. Install lath-type, external-corner reinforcement at exterior locations.

C. Control Joints: Locate as approved by Architect for visual effect and as follows:

1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:

    a. Vertical Surfaces: 144 sq. ft..
    b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft..

2. At distances between control joints of not greater than 18 ft. o.c.
3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
4. Where control joints occur in surface of construction directly behind plaster.
5. Where plastered ceiling framing or furring changes direction.
6. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

D. Expansion Joints: Locate where expansion joints occur in supporting construction.

E. Install all products with screws, ASTM C 1002, corrosion-resistant treated per manufacturer's recommendations.

3.6 APPLICATION OF BASE-COAT CEMENT PLASTER

A. General: Comply with ASTM C926.

1. Install so that finished plaster surfaces will not deviate more than plus or minus 1/4 inch in 10 ft. from a true plane when measured by a 10-ft. (3-m) straightedge placed on surface.
2. Install so finished plaster surfaces will be flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets.

B. Wall/Vertical Base Coats:

1. Three-Coat Plasterwork Over Metal Lath: Install base-coat mixes for use over metal lath to produce scratch and brown coats having 3/4-inch total thickness.

C. Ceiling/Horizontal Base Coats:

1. Three-Coat Plasterwork Over Metal Lath: Install base-coat mixes for use over metal lath to produce scratch and brown coats with 1/2-inch total thickness.

3.7 APPLICATION OF ANTI-FRACTURE MEMBRANE

A. Anti-Fracture Membrane: Mix polymer-modified base coat and apply to brown coat in accordance with manufacturer's written instructions. Bed the reinforcing mesh and smooth the surface of the polymer-modified base coat. The color of the reinforcing mesh shall not be visible at the surface of the polymer-modified base coat.

1. In compliance with manufacturer's written instructions, allow the anti-fracture membrane to fully cure prior to application of the finish coat.

3.8 APPLICATION OF CEMENT PLASTER FINISH COATS

A. General: Comply with ASTM C926.

1. Do not deviate more than plus or minus 1/4 inch in 10 ft. from a true plane in finished plaster surfaces when measured by a 10-ft. straightedge placed on surface.
2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, groove finish coat at junctures with metal.
3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

B. Plaster Finish Coats: Apply to provide sacked (California mission) finish to match Architect's sample.

3.9 PLASTER REPAIRS

A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.10 CLEANING AND PROTECTION

A. Remove temporary protection and enclosure of other work after plastering is complete.

B. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered.

C. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 09 2400

SECTION 09 2900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Texture finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.
2. Interior trim.
3. Joint treatment materials.
4. Textured finishes.

1.3 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.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. 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 SOURCE LIMITATIONS

A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

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 C1396/C1396M.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. CertainTeed Corporation.
    b. Georgia-Pacific Gypsum LLC.
    c. National Gypsum Company.
    d. USG Corporation.

2. Thickness: 1/2 inch.
3. Long Edges: Tapered and featured (rounded or beveled) for prefilling.
4. Long Edges: Tapered.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:

    a. Cornerbead.
    b. LC-Bead: J-shaped; exposed long flange receives joint compound.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

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, rounded or beveled panel edges, 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 drying-type, all-purpose compound.

a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

2.7 TEXTURE FINISHES

A. Primer: As recommended by textured finish manufacturer.

B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. CertainTeed Corporation.
b. National Gypsum Company.
c. USG Corporation.

2. Texture: Orange peel.

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 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.

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 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. 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-wide joints to install sealant.

G. 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.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Wallboard Type: Vertical surfaces unless otherwise indicated.
2. Ceiling Type: Ceiling surfaces.

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.
    b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

D. Curved Surfaces:

1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch-long straight sections at ends of curves and tangent to them.
2. For double-layer construction, fasten base layer to studs with screws 16 inches o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches o.c.

3.4 INSTALLATION OF EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

A. Apply panels perpendicular to supports, with end joints staggered and located over supports.

1. Install with 1/4-inch open space where panels abut other construction or structural penetrations.
2. Fasten with corrosion-resistant screws.

3.5 INSTALLATION OF 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. Control Joints: Install control joints in accordance with ASTM C840.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. LC-Bead: Use at exposed panel edges.

3.6 FINISHING OF 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, rounded or beveled edges, 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 in accordance with ASTM C840:

1. Level 1: Ceiling plenum areas, concealed areas, closet interiors, and where indicated.

2. 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 09 9123 "Interior Painting."

3.7 APPLICATION OF 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 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 09 2900

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SECTION 09 9114 - EXTERIOR PAINTING (MPI STANDARDS)

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. Surface preparation and application of paint systems on the following exterior substrates:

a. Galvanized metal.
b. Wood.
c. Portland cement plaster (stucco).

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 D523.

B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. Indicate VOC content.

B. Sustainable Design Submittals:

1. Product Data: For paints and coatings, indicating VOC content.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches 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 the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

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.

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.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Dunn-Edwards Corporation (a Nippon Paint Holdings Co. Ltd. company); or a comparable product by one of the following:

1. Benjamin Moore & Co.
2. Kelly-Moore Paints.

B. Source Limitations: Obtain paint from single source from single manufacturer.

2.2 PAINT PRODUCTS

A. MPI Standards: Provide products complying with MPI standards indicated and listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are 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, provide products recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: For field applications, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 50 g/L.
3. Dry-Fog Coatings: 150 g/L.
4. Primers, Sealers, and Undercoaters: 100 g/L.
5. Rust-Preventive Coatings: 100 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Shellacs, Clear: 730 g/L.
9. Shellacs, Pigmented: 550 g/L.

D. Colors: Match District campus standard or samples.

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. Portland Cement Plaster: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

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 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.

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. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

G. 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.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and remove sanding dust.
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.

K. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in the Exterior Painting Schedule may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint 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.

D. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.

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 instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
3. Allow empty paint cans to dry before disposal.

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 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System MPI EXT 3.1K:

a. Prime Coat, Latex: Exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

1) Dunn-Edwards SpartaShield.

B. CMU Substrates:

1. Latex System MPI EXT 4.2A:

a. Prime Coat: Block filler, latex, interior/exterior, MPI #4.

1) Dunn-Edwards Smooth Blocfil Select.

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

1) Dunn-Edwards SpartaShield.

C. Galvanized-Metal Substrates:

1. Latex System MPI EXT 5.3H:

a. Water-Based Prime Coat: Primer, galvanized, water based, MPI #134.

1) Dunn-Edwards UltraShield.

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

1) Dunn-Edwards SpartaShield.

D. Wood Substrates: Wood trim.

1. Latex over Latex Primer System MPI EXT 6.3L:

a. Prime Coat: Primer, latex for exterior wood, MPI #6.

1) Dunn-Edwards EZ-Prime Premium.

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

1) Dunn-Edwards SpartaShield.

E. Portland Cement Plaster Substrates:

1. Latex System MPI EXT 9.1J:

a. Alkali-Resistant Prime Coat: Primer, alkali resistant, water based, MPI #3.

1) Dunn-Edwards EFF-Stop Premium.

b. Intermediate Coat: Latex, exterior, matching topcoat.

c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

1) Dunn-Edwards SpartaShield.

END OF SECTION 09 9114

SECTION 09 9124 - INTERIOR PAINTING (MPI STANDARDS)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates:

1. Wood.
2. Gypsum board.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.3 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. Sustainable Design Submittals:

1. Product Data: For paints and coatings, indicating VOC content.

2. Laboratory Test Reports: For paints and coatings, indicating compliance with requirements for low-emitting materials.

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 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: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 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.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Dunn-Edwards Corporation (a Nippon Paint Holdings Co. Ltd. company); or a comparable product by one of the following:

1. Benjamin Moore & Co.
2. Kelly-Moore Paints.

B. Products: Subject to compliance with requirements, provide product listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."

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. VOC Content: For field applications that are inside the weatherproofing system, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 50 g/L.
3. Dry-Fog Coatings: 150 g/L.
4. Primers, Sealers, and Undercoaters: 100 g/L.
5. Rust-Preventive Coatings: 100 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Shellacs, Clear: 730 g/L.
9. Shellacs, Pigmented: 550 g/L.

D. Low-Emitting Materials: For field applications that are inside the weatherproofing system, verify 90 percent of paints and coatings comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

E. Colors: Match District campus standard or samples.

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. Fiber-Cement Board: 12 percent.

3. Masonry (Clay and CMUs): 12 percent.
4. Wood: 15 percent.
5. Gypsum Board: 12 percent.
6. Plaster: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Plaster Substrates: Verify that plaster is fully cured.

E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

G. 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. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

F. 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.

G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

H. Aluminum Substrates: Remove loose surface oxidation.

I. 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 INSTALLATION

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.

D. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in occupied spaces:

a. Uninsulated metal piping.
b. Uninsulated plastic piping.
c. Pipe hangers and supports.
d. Metal conduit.
e. Other items as directed by Architect.

2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

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: Wood trim, Architectural woodwork, Doors, and wood board paneling.

1. Latex over Latex Primer System, MPI INT 6.3T:

a. Prime Coat: Primer, latex, for interior wood.

1) Dunn-Edwards Ultra-Grip Premium.

b. Intermediate Coat: Latex, interior, matching topcoat.

c. Topcoat: Latex, interior (MPI Gloss Level 3), MPI #52.

1) Dunn-Edwards SpartaZero.

B. Gypsum Board Substrates:

1. Latex over Latex Sealer System, MPI INT 9.2A:

    a. Prime Coat: Primer sealer, latex, interior, MPI #50.

        1) Dunn-Edwards Vinylastic Plus.

    b. Prime Coat: Latex, interior, matching topcoat.
    c. Intermediate Coat: Latex, interior, matching topcoat.

    d. Topcoat: Latex, interior (MPI Gloss Level 3), MPI #52.

        1) Dunn-Edwards SpartaZero.

END OF SECTION 09 9124

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SECTION 22 0500 - 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, and architectural drawings 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, support hardware, insulation, valves, flashing, cleanouts, cutting and patching.

1.2 WORK SEQUENCE

A. Install work in phases to accommodate Owner's construction requirements. Refer to Architectural, Structural, 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. Coordinate related work and modify surrounding work as required.

1.3 SUBMITTALS

A. Submit on the following:

1. All pipe, fittings, insulation, hangers and supports, labels, fixtures, adhesives and sealants, and equipment that is planned to be installed on this project.

B. Proposed Products List: Include Products specified in the following Sections:

1. Division 22 - Plumbing.
2. Project Drawings.

C. Submit product data grouped to include complete submittals of related systems, products, and accessories in a single submittal bound in a three ring binder with a table of contents and section tabs. See General Conditions and other sections for additional submittal requirements. Submittals shall clearly identify electrical characteristics, options provided, color, model number, and equipment tag as indicated on the drawings.

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. Maintain a complete set of the most current reviewed submittal and shop drawings on site during construction.

G. The first submittal shall be comprehensive and complete. Partial submittals will be returned without review.

1.4 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.

1.5 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 and commissioning agent at appropriate times during the construction process so that they 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.

1.6 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.

1.7 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.

1.8 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. Verify dimensions of equipment and fixtures prior to ordering. Install all equipment per the manufacturer’s instructions for installing, connecting, and adjusting. A copy of the instructions shall be kept at the equipment during installation and provided to the engineer at his/her request.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all equipment per the manufacturer’s instructions for installing, connecting, and adjusting. A copy of the instructions shall be kept at the equipment during installation and provided to the engineer at his/her request.

B. Adjust pipes, ducts, panels, equipment, etc., to accommodate the work to prevent interferences. Provide offsets as needed to avoid other trades.

1. Right-of-Way: Lines which pitch have the right-of-way over those which do not pitch. Lines whose elevations cannot change have right-of-way over lines whose elevations can be changed.
2. Provide offsets, transitions, and changes in directions of pipes as required to maintain proper head room and pitch on sloping lines. Provide traps, air vents, drains, etc., as required. It is the intent of this paragraph that all cost associated with compliance be borne by the contractor.
3. All equipment shall be firmly anchored to building structural elements per DSA approved plans.
4. Carefully check space requirements with other trades and existing conditions to insure material, fixtures or equipment can be installed in the spaces allotted. Coordination is required and essential.

3.2 FIRESTOPPING

A. Firestop all penetrations of rated elements with approved firestop material such as Hilti FS-1 per manufacturer's plates. Provide plates to project inspector prior to installation.

3.3 ACCESS DOORS

A. Doors and equipment shall be in close proximity for ease of use or service.

END OF SECTION 22 0500

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SECTION 22 0510 -PLUMBING PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, notes, and general provisions of the Contract, including General and Supplemental Conditions, apply to this section.

1.2 SUMMARY

A. Section Includes:

1. Pipe and fittings for condensate.
2. Escutcheons.

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.

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 CONDENSATE PIPING

A. Hard Copper Tube: ASTM B88, Type 'L' water tube, drawn temper.

1. Wrought-copper solder-joint fittings: ASME B16.22, wrought-copper pressure fittings, with lead-free solder.
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.
4. All pipe and fittings shall be made in the United States.

2.2 ESCUTCHEONS

A. Escutcheons for condensate penetrations of finished surfaces.

1. Manufacturers: subject to compliance with requirements, provide products by the following:
   a. Brasscraft.
   b. or equal

2. Description: chrome-plated cast brass with set screws.

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. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

J. Prepare pipe, fittings, supports, and accessories not pre-finished, ready for finish painting.

K. 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.

L. Test all piping per 2022 California Plumbing Code Requirements and District standards.

M. As-built locations of pipe with dimensions from easily identified building elements.

3.4 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

B. Install brass male adapters on each side of valves in a copper piped system. Sweat solder adapters to the pipe.

3.5 ERECTION TOLERANCES

A. Establish invert elevations, slopes for condensate drainage to 1/4 inch per foot minimum. Maintain gradients.

END OF SECTION 22 0510

SECTION 22 0529 - 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, 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. Trapeze pipe hangers.
3. Metal framing systems.
4. Thermal-hanger shield inserts.
5. Fastener systems.
6. Pipe stands.
7. 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.

2.3 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

1. Manufacturers:

    a. B-Line Systems, Inc.; a division of Cooper Industries.
    b. Unistrut Corp.; Tyco International, Ltd.

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.

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 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.

3. 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.

4. Pipes NPS 8 and Larger: Include wood inserts.
5. Insert Material: Length at least as long as protective shield.
6. 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 or 4x between framing with Simpson A-34 clips at each side, both ends.

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 touch up 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 22 0529

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SECTION 22 0700 - PLUMBING INSULATION

GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Insulation Materials:

a. Flexible elastomeric.

B. Related Sections include the following:
1. Division 23 Section "HVAC Insulation".

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

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 INSULATION MATERIALS

A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Fibrous insulation shall not be used.

D. Closed Cell Neoprene Insulation, Preformed Pipe Insulation:

1. Products: Subject to compliance with requirements,

a. Armacell; Armaflex.
b. Aeroflex; Aeroflex EPDM.

2. Flexible closed-cell elastomeric pipe insulation: EPDM rubber pipe insulation with self-adhesive backing. Comply with ASTM D1056, 2C1.

2.2 CONDENSATE AND EQUIPMENT DRAIN INSULATION SCHEDULE

A. Condensate Drain Piping:

1. All Pipe Sizes: insulation shall be the following:

a. Closed Cell Neoprene Insulation, Preformed Pipe Insulation: 1 inch thick.
b. At exposed locations use white pipe insulation with prefabricated fitting covers.

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 insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

1. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits.

L. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

    a. For below ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

3.5 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
6. All sealants and adhesives to be field-applied, within the building envelope must comply with state and local VOC limits.

3.6 CLOSED-CELL INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

C. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.
5. Edges.

END OF SECTION 22 0700

SECTION 23 0500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Basic Mechanical Requirements specifically applicable to Division 23 Sections, in addition to the General Requirements.

B. Mechanical work includes the following: furnish and install all mechanical equipment shown on the mechanical, plumbing, architectural, electrical, and civil engineering drawings and described in these specifications. Contractor shall furnish and install, make operable, and test all mechanical equipment shown on the plans. In connection therewith, contractor shall also furnish and install all necessary work, devices, hardware and systems required to make said equipment properly and safely operable, including but not limited to, mounting hardware and framing, insulation, vibration control devices, duct systems, flashing, piping, valves, systems, energy management systems, cutting and patching.

1.2 WORK SEQUENCE

A. Install work in phases to accommodate Owner'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.

1.3 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner'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. Section 23 - Mechanical.

2. Project Drawings

C. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal. Submittals shall be specific to the

fixtures/device/unit being submitted; the data shall be highlighted or marked to be quite clear as to the fixtures/devices/units that shall be provided.

D. Equipment and materials shall be ordered only after satisfactory review by Owner 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. It is not the intent of the drawings to show necessary offsets required to avoid structure or other trades. It is the intent of this paragraph that all costs associated with this paragraph be borne by the contractor.

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 engineer provide clarification or the specific dimension.

F. As equal: For an item to be substituted "as equal" the contractor must provide to the engineer a complete submittal no later than 7 days prior to the bid opening. Contractor shall be responsible for any cost associated with the change including architectural design, mechanical, structural and electrical engineering and changes in any element of the building.

G. Unit and duct locations: Heating and air conditioning unit and duct locations shown are approximate only. Contractor shall verify locations of all structural members, other trades, and existing conditions in the field, and locate units and ductwork to avoid interference. All clearances required by unit manufacturer shall be maintained. Entire installation shall be in accordance with codes and the recommended installation procedures published by the manufacturers. It is not the intent of the drawings to show necessary offsets and transitions required to avoid structure or other trades. It is the intent of this paragraph that all costs associated with this paragraph be borne by the contractor.

H. Contractor will verify with owner and site conditions the exact existing roofing system in place and provide compatible roofing materials and products. Contactor to provide written statement regarding existing roofing system and proposed roofing system and provide manufacturer information prior to procurement and installation.

I. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer’s recommendations and warranty requirements.

J. Flashings and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Complete flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

K. Patching Materials, General: As required for original installation and to match surrounding construction.
   1. Contractor shall provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing.

2. Generally, the Contract Documents will not define products or standards of workmanship present in existing construction. Contractor shall determine products by inspection and necessary testing and determine quality of workmanship by using existing as a sample for comparison.
3. The presence of a product, finish, or type of construction requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with identical standards of quality.

L. Patching of Building Finish Materials: Contractor shall match existing products and finishes. Contractor shall confirm colors, patterns, and textures with Architect/Owner. Contractor shall custom cut new materials to fit and to match joint patterns with existing materials. Contractor shall custom cut new materials to size to match existing constructions.

M. Patching of Roof: Contractor shall patch and match existing adjacent surface. Where penetrations have occurred to finish surface to remain, contractor shall patch penetrations and repair. Restore exposed finishes of patch areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing. All shall be performed by a licensed roofing contractor.

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 workman, thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements contained in the plans and specifications. Engage an experienced installer to perform work who has specialized in installing roofing similar to that required for this project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive the standard roofing manufacturer's warranty.

C. Maintain uniformity of manufacturer for equipment used in similar applications and sizes.

D. Provide products and materials that are new, clean, free from defects, damage, and corrosion.

E. 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.

F. Applicable equipment and materials to be listed by Underwriters' Laboratories and manufactured in accordance with ASME, AWWA, or ANSI standards. Power using equipment shall be meet the California energy efficiency standards as defined in the current Title 24 requirements.

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, 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 sufficiency of the materials and workmanship furnished thereunder 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.

PART 2 – NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all equipment per the manufacturer's instructions for installing, connecting, and adjusting. A copy of the instructions shall be kept at the equipment during installation and provided to the engineer at his/her request.

B. Adjust pipes, ducts, panels, equipment, etc., to accommodate the work to prevent interferences.

1. Right-of-Way: Lines which pitch have the right-of-way over those which do not pitch. Lines whose elevations cannot change have right-of-way over lines whose elevations can be changed.

2. Provide offsets, transitions, and changes in directions of pipes and ducts as required to maintain proper head room and pitch on sloping lines. Provide traps, air vents, drains, etc., as required.

C. All equipment shall be firmly anchored to building structural elements.

D. Install all equipment to permit proper service of equipment. Arrange pipes, ducts, conduits, etc to allow accessibility to equipment.

E. Do not install equipment, pipes, or ducts above electrical room

F. Install accessible plumbing fixtures at height shown on architectural drawings. Report any discrepancies or layout issues to Architect promptly.

3.2 COORDINATION OF WORK

A. The contract documents establish scope, materials, and quality but are not detailed installation instructions. Drawings are diagrammatic.

B. The contract documents show the general arrangement of equipment, ductwork, piping, and accessories. Provide offsets, fittings, and accessories which may be required but are not shown on the drawings. Investigate the site and review the other trades installation locations and requirements to determine conditions affecting the work and provide such work and accessories as may be required to accommodate such conditions.

C. Whenever work interconnects with the work of other trades, coordinate to insure that all parties concerned have the necessary information required for a proper installation.

D. Provide access doors as required to allow service and accessibility to valves, dampers, coils, etc. Install fire rated access doors in rated assemblies. Coordinate with framing and ceiling contractors.

E. Furnish and set sleeves for passage of pipes, ducts, and conduits that pass through structural masonry and concrete walls, roofs, floors and elsewhere as required for the proper protection of each item passing through the building elements. See structural drawings for further details.

F. Install UL Approved firestopping around all pipes, conduits, ducts, etc which pass through rated walls, partitions, and floors in strict accordance with manufacturer's listing and element rating.

3.3 OPERATING INSTRUCTIONS AND OPERATOR TRAINING

A. Provide two copies of all operating and maintenance manuals to owner. Include parts lists and suppliers' names and phone numbers.

B. Provide four hours of training to the owner for the proper operation (start-up, operation, and shutdown) and servicing of the installed equipment. Provide three weeks notice to the owner, architect and engineer of the date of the training. Arrange for subcontractors to attend and participate where applicable.

3.4 RECORD DRAWINGS

A. Maintain on a daily basis at the project site a complete set of record drawings reflecting an accurate dimensional record of all deviations between work shown on the drawing and that actually installed.

B. Show any changes to specified equipment such as manufacturer, voltage, model number, capacity, etc. on record drawings.

C. Provide two reproducible copies of the record drawing to the owner.

3.5 COMMISSIONING

A. At the conclusion of the installation the contractor shall convene a pre-commissioning meeting to review the implementation of the commissioning process.

B. Contractor shall verify that all building services, gas, electric, water, sewer, and information technologies are functional prior to beginning commissioning.

C. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the owner will exercise right to correct the Work under terms of the Construction of the Contract.

D. The commissioning team shall comprise the general, mechanical, electrical, controls and plumbing contractors, the project manager, test and balance company, and the mechanical engineer. Provide sample forms for review to the mechanical engineer prior at pre-commissioning meeting.

E. The commissioning process shall be including function testing all equipment, controls, natural gas, and electrical systems. All testing shall be documented in an item by item report with dates of test, test parameters and results.

F. Provide commissioning report to project manager within two weeks of completion.

END OF SECTION 23 0500

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SECTION 23 0529 - HANGERS AND SUPPORTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes the following hangers and supports for HVAC system piping and equipment:

1. Metal framing systems.
2. Fastener systems.
3. Equipment supports.

B. Related Sections include the following:

1. Division 23 Section(s) “Metal Ducts" for duct hangers and 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. Design seismic-restraint hangers and supports for piping and equipment per 2008 SMACNA Seismic Restraint Manual Guidelines for Mechanical Systems. Hazard level is “A.”

1.5 SUBMITTALS

A. Product Data: For the following:

1. Strut and fittings.
2. Fasteners.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

B. 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 D1.3, "Structural Welding Code--Sheet Steel."
4. AWS D1.4, "Structural Welding Code--Reinforcing Steel."
5. 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: Subject to compliance with requirements, provide products by one of the following:

1. B-Line Systems, Inc.; A Division of Cooper Industries.
2. ERICO/Michigan Hanger Co.

C. Galvanized, Metallic Coatings: Pre-galvanized or hot dipped.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

E. Refrigerant Pipe Support: Provide EPDM clamp insert at all pipe clamps at refrigerant piping.

2.3 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

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: Subject to compliance with requirements, provide products by one of the following:

1. B-Line Systems, Inc.; a division of Cooper Industries.

2. ERICO/Michigan Hanger Co.; ERISTRUT Div.
3. Unistrut Corp.; Tyco International, Ltd.

C. Coatings: At Interior - Manufacturer's standard finish – At exterior - Hot dipped galvanized.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.5 FASTENER SYSTEMS

A. Mechanical-Expansion Anchors: Insert-wedge-type interior/exterior steel, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used. Install per ICC listing.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hilti, Inc.
b. Simpson Strong-Tie

C. Wood Screws for secure pipe and duct supports to wood structure

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Simpson SDS Screws
b. or equal with self drilling feature and ICC report

D. Sheet Metal Screws

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. TEK Screws
b. or equal with self drilling feature and ICC report

2.6 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.7 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized. All exterior steel shall be hot dipped aluminized.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Use hangers and supports with hot dipped galvanized, at exterior locations.

B. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system sections, install the following types:

1. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
2. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

C. Building Attachments: Unless otherwise indicated and except as specified in piping system sections, install the following types:

1. 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.

D. 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.

E. Use mechanical-expansion anchors where required in concrete construction.

3.2 HANGER AND SUPPORT INSTALLATION

A. Steel Pipe Hanger Installation: Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.

C. Fastener System Installation:

1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

D. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

E. 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.

F. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

G. All pipes and ducts shall be braced per 2008 SMACNA Seismic Restraint Manual Guidelines for Mechanical Systems. Seismic hazard level is “A”.

3.3 EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.

B. Provide lateral bracing, to prevent swaying, for equipment supports.

C. Anchor all equipment to resist seismic motion.

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

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 1-1/2 inches.

3.6 PAINTING

A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces. If material is galvanized spray with cold galvanizing.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touch Up: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply three costs of galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 23 0529

SECTION 23 0553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.
4. Duct labels.
5. Stencils.
6. Valve tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For color, letter style, and graphic representation required for each identification material and device.

C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

D. Valve numbering scheme.

E. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Exterior Equipment:

1. Material and Thickness: Brass, 0.032-inch (0.8-mm) minimum thickness and having predrilled or stamped holes for attachment hardware.

2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch (64 by 19 mm).
3. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Interior Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch (3.2 mm) thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black.
3. Background Color: White.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F (71 deg C).
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch (64 by 19 mm).
6. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

D. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch (A4) bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch (3.2 mm) thick, and having predrilled holes for attachment hardware.

B. Letter Color: Black.

C. Background Color: White.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F (71 deg C).

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch (64 by 19 mm).

F. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger

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lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
2. Lettering Size: At least 1-1/2 inches (38 mm) high.

D. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

2.4 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) numbers.

1. Tag Material: Brass, 0.032-inch (0.8-mm) minimum thickness and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass beaded chain.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch (A4) bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surface of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet (15 m) along each run. Reduce intervals to 25 feet (7.6 m) in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.

3.4 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:

1. Valve-Tag Size and Shape:
   a. Hot Water: 2 inches (50 mm), round.
   b. Gas: 2 inches (50 mm), round.

2. Valve-Tag Color:

   a. Hot Water: Green.
   b. Gas: Yellow.

3. Letter Color: Black

3.5 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 23 0553

SECTION 23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Balancing Air Systems:

a. Constant-volume air systems.

1.3 DEFINITIONS

A. AABC: Associated Air Balance Council.

B. NEBB: National Environmental Balancing Bureau.

C. TAB: Testing, Adjusting, and Balancing.

D. TABB: Testing, Adjusting, and Balancing Bureau.

E. TAB Specialist: An entity engaged to perform TAB Work.

1.4 SUBMITTALS

A. Certified TAB reports.

B. Sample report forms.

C. Instrument calibration reports, to include the following:

1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.5 QUALITY ASSURANCE

A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB, or TABB.

1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB or TABB.
2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB or TABB as a TAB technician.

B. TAB Conference: Meet with Engineer on approval of the TAB strategies and procedures plan to develop a mutual understanding of the details. Require the participation of the TAB field supervisor and technicians. Provide seven days' advance notice of scheduled meeting time and location.

1. Agenda Items:

a. The Contract Documents examination report.
b. The TAB plan.
c. Coordination and cooperation of trades and subcontractors.
d. Coordination of documentation and communication flow.

C. Certify TAB field data reports and perform the following:

1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.

D. TAB Report Forms: Use standard TAB contractor's forms approved by Engineer.

E. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.6 COORDINATION

A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.

B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.

B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Division 23 Section "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.

F. Examine equipment performance data including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

H. Examine test reports specified in individual system and equipment Sections.

I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible, and their controls are connected and functioning.

K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.

L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.

M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

N. Examine system pumps to ensure absence of entrained air in the suction piping.

O. Examine operating safety interlocks and controls on HVAC equipment.

P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

A. Prepare a TAB plan that includes strategies and step-by-step procedures where applicable.

B. Complete system-readiness checks and prepare reports. Verify the following:

1. Permanent electrical-power wiring is complete.
2. Hydronic systems are filled, clean, and free of air.
3. Automatic temperature-control systems are operational.
4. Equipment and duct access doors are securely closed.
5. Balance, smoke, and fire dampers are open.
6. Isolating and balancing valves are open and control valves are operational.
7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems", or SMACNA's "HVAC Systems – Testing, Adjusting, and Balancing" and in this Section.

1. Comply with requirements in ASHRAE 62.1-2004, Section 7.2.2, "Air Balancing."

B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
2. After testing and balancing, install test ports and duct access doors that comply with requirements in Division 23 Section "Air Duct Accessories."
3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Division 23 Section "HVAC Insulation."

C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling-unit components.

L. Verify that air duct system is sealed as specified in Division 23 Section "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow.

    a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.

2. Measure fan static pressures as follows to determine actual static pressure:

    a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet or through the flexible connection.

c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and –treating equipment.

   a. Report the cleanliness status of filters and the time static pressures are measured.

4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
6. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in Division 23 Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure airflow of submain and branch ducts.

   a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure air outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or outlet manufacturer’s written instructions and calculating factors.

D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Adjust using branch volume dampers rather than extractors and the dampers at air terminals.

1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

3. Manufacturer's name, model number, and serial number.
4. Motor horsepower rating.
5. Motor rpm.
6. Efficiency rating.
7. Nameplate and measured voltage, each phase.
8. Nameplate and measured amperage, each phase.
9. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.7 TOLERANCES

A. Set HVAC system's air flow rates and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.
3. Heating-Water Flow Rate: Plus or minus 10 percent.
4. Cooling-Water Flow Rate: Plus or minus 10 percent.

3.8 REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

B. Status Reports: Prepare weekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.9 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Pump curves.
2. Fan curves.
3. Manufacturers' test data.
4. Field test reports prepared by system and equipment installers.
5. Other information relative to equipment performance; do not include Shop Drawings and product data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB contractor.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer’s name and address.
7. Contractor’s name and address.
10. Report date.
11. Signature of TAB supervisor who certifies the report.
12. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
13. Summary of contents including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

14. Nomenclature sheets for each item of equipment.
15. Data for terminal units, including manufacturer’s name, type, size, and fittings.
16. Notes to explain why certain final data in the body of reports vary from indicated values.

17. Test conditions for fans and pump performance forms including the following:

    a. Settings for outdoor-, return-, and exhaust-air dampers.
    b. Conditions of filters.
    c. Cooling coil, wet- and dry-bulb conditions.
    d. Face and bypass damper settings at coils.
    e. Fan drive settings including settings and percentage of maximum pitch diameter.
    f. Inlet vane settings for variable-air-volume systems.
    g. Settings for supply-air, static-pressure controller.
    h. Other system operating conditions that affect performance.

D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outdoor, supply, return, and exhaust airflows.
2. Water and steam flow rates.
3. Duct, outlet, and inlet sizes.
4. Pipe and valve sizes and locations.
5. Terminal units.
6. Balancing stations.
7. Position of balancing devices.

E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:

    a. Unit identification.
    b. Location.
    c. Make and type.
    d. Model number and unit size.
    e. Manufacturer's serial number.
    f. Unit arrangement and class.
    g. Discharge arrangement.
    h. Sheave make, size in inches, and bore.
    i. Center-to-center dimensions of sheave, and amount of adjustments in inches.
    j. Number, make, and size of belts.
    k. Number, type, and size of filters.

2. Motor Data:

    a. Motor make, and frame type and size.
    b. Horsepower and rpm.
    c. Volts, phase, and hertz.
    d. Full-load amperage and service factor.
    e. Sheave make, size in inches, and bore.

f. Center-to-center dimensions of sheave, and amount of adjustments in inches.

3. Test Data (Indicated and Actual Values):

a. Total air flow rate in cfm.
b. Total system static pressure in inches wg.
c. Fan rpm.
d. Discharge static pressure in inches wg.
e. Filter static-pressure differential in inches wg.
f. Preheat-coil static-pressure differential in inches wg.
g. Cooling-coil static-pressure differential in inches wg.
h. Heating-coil static-pressure differential in inches wg.
i. Outdoor airflow in cfm.
j. Return airflow in cfm.
k. Outdoor-air damper position.
l. Return-air damper position.
m. Vortex damper position.

F. Apparatus-Coil Test Reports:

1. Coil Data:

a. System identification.
b. Location.
c. Coil type.
d. Number of rows.
e. Fin spacing in fins per inch o.c.
f. Make and model number.
g. Face area in sq. ft..
h. Tube size in NPS.
i. Tube and fin materials.
j. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

a. Air flow rate in cfm.
b. Average face velocity in fpm.
c. Air pressure drop in inches wg.
d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
e. Return-air, wet- and dry-bulb temperatures in deg F.
f. Entering-air, wet- and dry-bulb temperatures in deg F.
g. Leaving-air, wet- and dry-bulb temperatures in deg F.
h. Water flow rate in gpm.
i. Water pressure differential in feet of head or psig.
j. Entering-water temperature in deg F.

k. Leaving-water temperature in deg F.
l. Refrigerant expansion valve and refrigerant types.
m. Refrigerant suction pressure in psig.
n. Refrigerant suction temperature in deg F.
o. Inlet steam pressure in psig.

G. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

1. Unit Data:

a. System identification.
b. Location.
c. Make and type.
d. Model number and unit size.
e. Manufacturer's serial number.
f. Fuel type in input data.
g. Output capacity in Btu/h.
h. Ignition type.
i. Burner-control types.
j. Motor horsepower and rpm.
k. Motor volts, phase, and hertz.
l. Motor full-load amperage and service factor.
m. Sheave make, size in inches, and bore.
n. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Test Data (Indicated and Actual Values):

a. Total air flow rate in cfm.
b. Entering-air temperature in deg F.
c. Leaving-air temperature in deg F.
d. Air temperature differential in deg F.
e. Entering-air static pressure in inches wg.
f. Leaving-air static pressure in inches wg.
g. Air static-pressure differential in inches wg.
h. Low-fire fuel input in Btu/h.
i. High-fire fuel input in Btu/h.
j. Manifold pressure in psig.
k. High-temperature-limit setting in deg F.
l. Operating set point in Btu/h.
m. Motor voltage at each connection.
n. Motor amperage for each phase.
o. Heating value of fuel in Btu/h.

H. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

    a. System identification.
    b. Location.
    c. Make and type.
    d. Model number and size.
    e. Manufacturer's serial number.
    f. Arrangement and class.
    g. Sheave make, size in inches, and bore.
    h. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Motor Data:

    a. Motor make, and frame type and size.
    b. Horsepower and rpm.
    c. Volts, phase, and hertz.
    d. Full-load amperage and service factor.
    e. Sheave make, size in inches, and bore.
    f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
    g. Number, make, and size of belts.

3. Test Data (Indicated and Actual Values):

    a. Total airflow rate in cfm.
    b. Total system static pressure in inches wg.
    c. Fan rpm.
    d. Discharge static pressure in inches wg.
    e. Suction static pressure in inches wg.

I. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:

    a. System and air-handling-unit number.
    b. Location and zone.
    c. Traverse air temperature in deg F.
    d. Duct static pressure in inches wg.
    e. Duct size in inches.
    f. Duct area in sq. ft..
    g. Indicated air flow rate in cfm.
    h. Indicated velocity in fpm.
    i. Actual air flow rate in cfm.
    j. Actual average velocity in fpm.
    k. Barometric pressure in psig.

J. Air-Terminal-Device Reports:

1. Unit Data:

a. System and air-handling unit identification.
b. Location and zone.
c. Apparatus used for test.
d. Area served.
e. Make.
f. Number from system diagram.
g. Type and model number.
h. Size.
i. Effective area in sq. ft..

2. Test Data (Indicated and Actual Values):

a. Air flow rate in cfm.
b. Air velocity in fpm.
c. Preliminary air flow rate as needed in cfm.
d. Preliminary velocity as needed in fpm.
e. Final air flow rate in cfm.
f. Final velocity in fpm.
g. Space temperature in deg F.

K. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

a. System and air-handling-unit identification.
b. Location and zone.
c. Room or riser served.
d. Coil make and size.
e. Flowmeter type.

2. Test Data (Indicated and Actual Values):

a. Air flow rate in cfm.
b. Entering-water temperature in deg F.
c. Leaving-water temperature in deg F.
d. Water pressure drop in feet of head or psig.
e. Entering-air temperature in deg F.
f. Leaving-air temperature in deg F.

L. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:

1. Unit Data:

    a. Unit identification.
    b. Location.
    c. Service.
    d. Make and size.
    e. Model number and serial number.
    f. Water flow rate in gpm.
    g. Water pressure differential in feet of head or psig.
    h. Required net positive suction head in feet of head or psig.
    i. Pump rpm.
    j. Impeller diameter in inches.
    k. Motor make and frame size.
    l. Motor horsepower and rpm.
    m. Voltage at each connection.
    n. Amperage for each phase.
    o. Full-load amperage and service factor.
    p. Seal type.

2. Test Data (Indicated and Actual Values):

    a. Static head in feet of head or psig.
    b. Pump shutoff pressure in feet of head or psig.
    c. Actual impeller size in inches.
    d. Full-open flow rate in gpm.
    e. Full-open pressure in feet of head or psig.
    f. Final discharge pressure in feet of head or psig.
    g. Final suction pressure in feet of head or psig.
    h. Final total pressure in feet of head or psig.
    i. Final water flow rate in gpm.
    j. Voltage at each connection.
    k. Amperage for each phase.

M. Instrument Calibration Reports:

1. Report Data:

    a. Instrument type and make.
    b. Serial number.
    c. Application.
    d. Dates of use.
    e. Dates of calibration.

3.10 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.

2. Check the following for each system:

   a. Measure airflow of at least 10 percent of air outlets.
   b. Measure water flow of at least 5 percent of terminals.
   c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
   d. Verify that balancing devices are marked with final balance position.
   e. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Engineer.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Engineer.
3. Engineer shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as “FAILED.”
5. If the number of “FAILED” measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make any adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor’s final payment.

D. Prepare test and inspection reports.

END OF SECTION 23 0593

SECTION 23 0700 - HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Insulation Materials:

a. Flexible elastomeric.

2. Adhesives.
3. Sealants.
4. Field-applied jackets.
5. Tapes.
6. Securements.
7. Concealed Ductwork Reflective Bubble Wrap Insulation
8. Exterior Lined Ductwork
9. Concealed Duct Plenums
10. Exposed Spiral Duct Lined

B. Related Sections:
1. Division 22 Section "Plumbing Insulation."
2. Division 23 Section “Metal Ducts” for duct liners.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

B. Shop Drawings:

C. Qualification Data: For qualified Installer.

D. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

E. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork 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 INSULATION MATERIALS – REFRIGERANT PIPING

A. Flexible Elastomeric for refrigerant pipes: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials. Glue all joints with manufacturer sealant.

1. Products: Subject to compliance with requirements, include, but are not limited to, the following:

a. Aeroflex USA Inc.; Aerocel.
b. Armacell LLC; AP Armaflex.
c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.

2.2 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. Metal Jacket: Install at exterior locations.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products, Division of ITW; Metal Jacketing Systems.
b. PABCO Metals Corporation; Surefit.
c. RPR Products, Inc.; Insul-Mate.

2. 3/16” Corrugated 0.016 Aluminum Jacketing with formed aluminum fittings.

2.3 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Childers Products; Bands.
b. PABCO Metals Corporation; Bands.
c. RPR Products, Inc.; Bands.

2. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, ½ inch.
3. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-diameter shank, length to suit depth of insulation indicated.

    a. Products: Subject to compliance with requirements, provide one of the following:

        1). AGM Industries, Inc.; CWP-1.
        2). GEMCO; CD.
        3). Midwest Fasteners, Inc.; CD.
        4). Nelson Stud Welding; TPA, TPC, and TPS.

2.4 CONCEALED DUCTWORK REFLECTIVE BUBBLE WRAP INSULATION

A. Manufacturers:

1. Reflectix Bubble Duct Wrap Insulation

2. Or equal.

B. Insulation: ASTM C335 C411; flexible, Class A / Class 1 Fire Rating.

1. Maximum service temperature: 180 degrees F.

2. Water Vapor Transmission: 0.02 (ASTM E96).

3. Secure with a UL181 Tape with Acrylic Adhesive.

2.5 EXTERIOR LINED DUCTWORK

A. Manufacturers:

1. Fiber Free Armacell AP Armflex Closed Cell Insulation

2. Or equal.

B. Insulation: ASTM C534, C 1534, D 1056, E 84, NFPA 9A, 90B, UL 181

1. Minimum R-8 value

2.6 CONCEALED DUCT PLENUMS

A. Manufacturers:

1. Fiber Free Armacell AP Armflex Closed Cell Insulation

2. Or equal.

B. Insulation: ASTM C534, C 1534, D 1056, E 84, NFPA 9A, 90B, UL 181

1. Minimum R-6 value

2.7 EXPOSED SPIRAL DUCTWORK LINED

A. Manufacturers:

1. Fiber Free Armacell AP Armflex Closed Cell Insulation

2. Or equal.

B. Insulation: ASTM C534, C 1534, D 1056, E 84, NFPA 9A, 90B, UL 181

2. Minimum R-4.2 value

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 insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Keep insulation materials dry during application and finishing.

F. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

G. Install insulation with least number of joints practical.

3.4 INSTALLATION

A. Install materials in accordance with Manufacturer's instructions.

B. Insulated ductwork conveying air below ambient temperature:

1. Provide insulation with vapor barrier jackets.

2. Finish with tape and vapor barrier jacket.

3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.

4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

C. Insulated ductwork conveying air above ambient temperature:

1. Provide with or without standard vapor barrier jacket.

2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

D. External Duct Insulation Application:

1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.

2. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.

3. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.

4. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.5 TOLERANCE

A. Substituted insulation materials shall provide thermal resistance within 10 percent at normal conditions, as materials indicated.

END OF SECTION 23 0700

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SECTION 23 0802 - AIR CLEANING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Disposable panel filters.

1.2 REFERENCES

A. ANSI/UL 586 - Test Performance of High Efficiency Particulate, Air Filter Units.

B. ANSI/UL 900 - Test Performance of Air Filter Units.

C. ASHRAE 52 - Method of Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter.

1.3 QUALITY ASSURANCE

A. Filter media shall be ANSI/UL 900 listed, Class 1 or Class 2, as approved by local authorities.

B. Provide all filters as product of one Manufacturer.

C. Assemble filter components to form filter banks from products of one Manufacturer.

1.4 SUBMITTALS

A. Submit product data under provisions of the general conditions on filter media, filter performance data, filter assembly and filter frames.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit operation and maintenance data under provisions of the General Conditions.

B. Include instructions for operation, changing, and periodic cleaning.

1.6 EXTRA STOCK

A. Provide one set of each size disposable panel filters under provisions of Section the General Conditions for every unit installed.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store and protect products under provisions of General Conditions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. FARR MERV 13 FILTERS

2.2 DISPOSABLE, EXTENDED AREA PANEL FILTERS

A. Media: Pleated, lofted, non-woven, reinforced cotton and synthetic fabric; supported and bonded to welded wire grid; enclosed in cardboard frame.

B. Rating: ASHRAE 52; 20 percent dust spot efficiency, 85 percent weight arrestance; 500 FPM (2.54 m/sec) face velocity, 0.30 inch WG (75 Pa) initial resistance, 1.0 inch WG (250 Pa) recommended final resistance.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air cleaning devices in accordance with Manufacturer's instructions.

B. Prevent passage of unfiltered air around filters with felt, rubber, or neoprene gaskets.

C. Do not operate fan system until filters (temporary or permanent) are in place. One month after completion of construction replace all filters.

D. Provide one spare set of filters to owner for every unit.

END OF SECTION 23 0802

SECTION 23 0922 - CLIMATE MANAGEMENT CONTROL FOR HVAC

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. The General Conditions of the Contract, Supplementary Conditions, and General Requirements are part of this specification and shall be used in conjunction with this section as part of the contract documents. Consult the above for further instructions pertaining to this work. The Contractor is bound by the provisions of Division 01.

1.2 CONTROL SYSTEM DESCRIPTIONS

A. The Building Automation System (BAS) shall be as indicated on the drawings and described in these specifications. System shall include a network of commercial Internet-programmable thermostats, their accessories, and any other networked devices required for complete climate management. Devices shall communicate across a wireless network using IEEE 802.15.4 technical standards. Wireless communication shall be of an automated mesh communication type, which self-establishes network addresses, communication routes, and all other setup requirements to establish connection across the entire campus. A single Ethernet-connected Gateway shall be able to connect the wireless mesh network to the Internet, allowing for climate management through a cloud based web-application. This network design is to be used to isolate the BAS from the owner’s private Ethernet network (LAN) and/or WiFi networks. IEEE 802.11 or any other wireless standard of communication or a wired network communication protocol between devices is not acceptable by these BAS specifications. The Gateway is to connect to a single outbound Ethernet connection on the owner’s wide area network (WAN) over a TCP/IP connection. The owner’s firewall shall not require any inbound port assignments for the Gateway to connect to the cloud servers. The Gateway shall not require a Public IP and it shall not run any standard available operating systems, such as Windows or Linux.

B. Access and control of BAS shall be through a web-based graphical management platform. The BAS platform shall sit on a cloud server and be accessible on both local personal computers and remotely by use of a web-browser that supports HTML5 or later.

C. No on-site servers are to be installed or used for the BAS. No licensing fees or future licensing fees shall be required as part of the BAS. These specifications and guidelines are to create a cohesive and secure network that provides full management over the facility’s climate through the cloud BAS.

D. The BAS shall accommodate an unlimited simultaneous multiple-user operation. Access to the BAS shall be limiting based on security permissions of each operator's role managed by owner site Administrators.

1.3 APPROVED BUILDING AUTOMATION SYSTEM MANUFACTURERS

A. Pelican Wireless Systems

1.4 SUBMITTALS

A. Shop drawings and manufacturer's standard specification data sheets on all hardware shall be provided for this project. No work may begin on any segment of this project until the Engineer and Owner have reviewed submittals for conformity with the plan and specifications.

B. All submittals shall be bound, in a three-ring binder, or provided digitally on a USB stick with a table of contents and related section tabs. Five (5) copies shall be submitted to the Architect or Engineer for distribution and review.

C. Shop drawings shall include basic floor plans depicting locations of all equipment and wiring (installed by others) to be controlled by system and locations of thermostats, gateways, and other equipment provided under this section. Drawings shall also show location of electrical power, low voltage wiring and data ports, provided by others, required for proper installation of systems of this section.

D. Submit five (5) copies of submittal data and shop drawings to the Engineer for review prior to ordering or fabrication of the equipment. The Contractor prior to submitting shall check all documents for accuracy.

E. The Engineer will make corrections, if required, and return to the Contractor. The Contractor will then resubmit with the corrected or additional data. This procedure shall be repeated until all corrections are made to the satisfaction of the Engineer and the submittals are fully approved.

1.5 SYSTEM STARTUP & COMMISSIONING

A. Each BAS component in the system shall be tested for both hardware and software functionality. In addition, each mechanical and electrical system under control of the BAS will be tested against the appropriate sequence of operation specified herein. Documentation shall be provided to the owner that proves installation and testing has been completed and points out any mechanical issues found which are not related to the installation of the BAS. Successful completion of the system tests shall constitute the beginning of the warranty period.

B. The BAS Contractor shall provide all manpower and engineering services required to assist the HVAC Contractor and Balancing Contractor in testing, adjusting, and balancing all systems in the building. The BAS Contractor shall have a trained technician available on request during the balancing of the systems. The BAS Contractor shall coordinate all requirements to provide a complete air balance with the Balancing Contractor and shall include all labor and materials in his contract to assist with functional testing of system as it relates to the BAS.

C. Upon completion of installation, submit three (3) copies of record documents. The documents shall be submitted for approval prior to final completion and include:
   1. Testing and Commissioning Reports and Checklists signed off by trained field commissioning personnel.
   2. Name, address and telephone number of Contractor personnel managing and installing equipment, along with service personnel responsible for supporting the ongoing warranty and services of the control system.
   3. Procedures for operating the BAS, including logging on/off, alarm management, reading reports, trends, modification of setpoints, scheduling, and other interactive system requirements.
   4. Provide information on how to receive support from Pelican Wireless Systems and communicate that they are a direct supporting resource. Contact information for Technical Support from Pelican Wireless Systems is to be provided.

1.6 CODES AND STANDARDS

A. Codes and Standards. Meet requirements of all applicable standards and codes, except when more detailed or stringent requirements are indicated by the Contract Documents, including requirements of this Section:
   1. California 2022 Title 24 Compliant
   2. California Energy Commission Occupant Control Smart Thermostat (OCST) certified
   3. OpenADR 2.0 certified

1.7 TRAINING

A. The BAS Contractor shall provide training for two (2) owner representatives and/or maintenance personnel. The BAS Contractor shall provide on-site training to the District's representative(s) and maintenance personnel per the following description:

B. On-site training shall consist of a minimum of (1) hours, as indicated above of hands-on instruction geared at the operation and maintenance of the systems. The curriculum shall include:

1. System Overview
2. System Application and Operation
3. System Access
4. Application Features Overview
5. Changing Set Points and other attributes
6. Scheduling
7. Editing configurable variables
8. Graphics
9. Viewing Historical Reports
10. Operational sequences including start-up, shutdown, adjusting and balancing
11. Equipment maintenance

1.8 OPERATING AND MAINTENANCE MANUALS

A. The operation and maintenance manuals shall contain all information necessary for the operation, maintenance, replacement, installation, and parts procurement for the entire BAS.

B. Following project completion and testing, the BAS contractor will submit as-built documentation reflecting the exact installation of the system.

1.9 WARRANTY

A. The BAS contractor shall warrant the system for 12 months after system acceptance and beneficial use by the owner. During the warranty period, the BAS contractor shall be responsible for all necessary revisions as required to provide a complete and workable system consistent with the letter and intent of the Sequence of Operation section of the specification. BAS equipment shall include a limited-warranty by the manufacturer for a period of five (5) years from the time of system acceptance.

B. Limited-warranty by manufacturer is limited to replacement of defective products.

1.10 WORK BY OTHERS

A. The BAS Contractor shall coordinate with other contractors prior to performing the work on this project and cooperate as necessary to achieve a complete and neat installation. To that end, each contractor shall consult the drawings and specifications for all trades to determine the nature and extent of others' work prior to fabrication and installation. The owner's representative shall be immediately notified if an area of conflict occurs between trades prior to fabrication and installation. BAS Contractor shall provide field supervision to the Mechanical Contractor for pre-installation of control components.

B. Low-voltage thermostat wiring between equipment and thermostat locations shall be furnished and installed by others. Unless otherwise noted all new low-voltage wiring shall be multiple conductor thermostat wiring (wire count as indicated in Thermostat Manufacturer's Installation Instructions) installed per owner's specifications. (Wiring in existing installations shall be minimum three (3) conductor/18-gauge wires per BAS manufacturer's standard specifications, multiple conductor/18-gauge thermostat wiring preferred - see Installation Instructions for specific conductor counts depending on heating and cooling modes of existing equipment.)

C. Related work provided by others:
   1. 110V outlets shall be provided within five (5) feet of each Gateway or Wireless Repeater location.
   2. One (1) Ethernet data port shall be provided within ten (10) feet of each Gateway location.

D. Equipment start-up and servicing.

1.11 SCOPE OF WORK

A. Except where otherwise noted, the system shall consist of a network of commercial Internet-programmable thermostats, their accessories, and any other networked climate management device(s) required to fill the intent of the specification, sequence of operations, and provide for a complete and operable system.

B. The BAS contractor shall review and study existing building/site conditions where applicable and all new construction drawings for the project including HVAC drawings and the entire project specifications to familiarize themselves with the equipment and system operation prior to bidding and submittal of a bid/price and notify the owner immediately of any conflicts between the project and the scope of work of this section, including work to be completed by others.

C. All equipment and installation of control devices associated with the equipment listed below shall be provided under this BAS contractor.

D. When the BAS is fully installed and operational, the BAS contractor will make themselves available to meet with the designated representatives of the owner to review the as-installed condition of the system. At that time, the BAS contractor shall demonstrate the operation of the system and prove that it complies with the intent of the drawings and specifications.

E. The BAS contractor shall furnish and install a complete BAS control system, including all necessary hardware and all operating and applications software necessary to perform the control sequences of operation as called for in this specification.

F. Provide and install BAS controls for the HVAC Equipment as noted on the drawings.

G. Provide technical support necessary for commissioning of system in coordination with the HVAC Contractor, Balancing Contractor, and the owner's team.

H. Shall provide one training session in the operation of the system for owner's personnel.

I. All work performed under this section of the specifications will be in compliance with all codes and regulations as mandated by the authority having jurisdiction.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Unless otherwise noted, all product shall be of a single manufacturer. The standard of design and quality shall be products as manufactured by Pelican Wireless Systems.

2.2 COMMUNICATION

A. This project shall be comprised of a network of devices that use an IEEE 802.15.4 self-creating and self-healing wireless mesh communication network to reach an Ethernet Gateway.

B. The Gateway shall communicate to cloud servers via a single Ethernet connection at the owner’s wide area network (WAN) over a TCP/IP connection. The facility’s firewall shall not require any inbound port assignments for the Gateway to connect to the cloud servers. The Gateway shall not require a Public IP.

C. No BACnet, modBus, LON, or any other device-to-device wired communication protocol shall be used in the communication network.

2.3 OPERATOR INTERFACE

A. The BAS shall be controlled, managed, and configured using a Web-App on any personal computer, smartphone, and/or tablet that runs a browser with HTML5 or newer.

B. The Web-App platform shall run on cloud servers which allow for virtual access. Platform shall not run on a local on-site server.

C. The Web-App shall support at a minimum, the following functions:

1. Personal user log-on identifications (email addresses) and unique passwords shall be required.
2. Custom HTML programming shall not be required to display any graphics, data, or build the Web-App. There shall be no development cost, commissioning costs, or software upgrade cost required to obtain and use the Web-App.
3. Storage of historical data shall reside on the cloud server and shall not sit within the client's computer, internal network, or other devices. A BAS, which requires on-site data storage, is not acceptable.
4. System shall allow for administrator and user defined access privileges.
5. A Push/Pull OpenAPI interface with XML data output shall be available.
6. Servers shall not run a Windows operating system.

D. Control and Override
   1. The BAS shall provide view, override, and edit of the status of any object and property in the system. The status of the device shall be defined graphically and shall not require any custom programs or programming.
   2. Temporary Overrides. The BAS shall be able to provide temporary override (wherever an override is allowed) and automatically remove the override after a specified period of time.
   3. Any override and edit of a object virtually or at the device, if allowable, shall be historically tracked.

E. Scheduling
   1. The BAS shall provide users with scheduling of application devices through a graphical interface. Scheduling shall include, but is not limited to:
      i. Occupied/Unoccupied Schedules. Shall allow 12 scheduled set-time changes in a single day, be configurable for Daily, Weekly, and Weekday/Weekend layouts, and shall be able to be unique to individual devices or easily shared between multiple devices, where applicable.
      ii. Event Schedules. Shall allow for advanced one-time or repeating event type schedules. Event schedules shall override Occupied/Unoccupied Schedules. After the Event schedule ends, the device shall revert back to the Occupied/Unoccupied Schedule automatically.
      iii. Vacation Schedules. A 360-day Calendar shall provide override of schedules during vacation days. Thermostats shall be able to automatically or be manually switched to follow Vacation Schedules instead of Occupied/Unoccupied Schedules.

F. Alarm Notification
   1. Alarm Notification(s) shall be generated if there are failures detected by devices part of the BAS. These failures shall be, but are not limited to: temperature deviations, temperatures missing targets, temperatures too high or too low, failures of equipment, etc. Alarm

Notification(s) shall be posted on the BAS and shall be able to be sent either via email or text message to an unlimited number of users.

G. Reports and Logs
   1. Data shall be logged and stored on cloud servers for all devices part of BAS in real-time. Every device real-time “state change”, when applicable, shall be stored and viewable for at least one week, with the option of up to two (2) years.
      i. Each space temperature
      ii. Each temperature set point(s)
      iii. Each current call: heat, cool, number of stages, fan, economizer, etc.
      iv. Each damper position
      v. Each valve position
      vi. Each CO^2 change
      vii. Each CO^2 setting
      viii. Each current call for ventilation due to high CO^2
      ix. Each Humidity change
      x. Each Humidity set point
      xi. Each current call for dehumidification or humidification.
      xii. Each Fan speed adjustment
      xiii. Supply duct static pressure
      xiv. Supply, Return, Outside air temperatures
   2. Data shall be represented on historical graphs that allow for easy viewing of device state change at different times.
   3. Excel outputs shall not be required to view data. Historical data shall be viewable through BAS.

2.4 APPLICATION-SPECIFIC CONTROLLERS

A. Application Specific Controllers shall not require custom programming and shall control specific equipment through simple configuration settings done through the cloud-based BAS. All configuration changes shall automatically upload into the device once set on the BAS and shall be stored by the device’s internal memory.

B. Gateways are devices which connected to an Ethernet port and act as a bridge between the BAS cloud servers and the wireless mesh network.

   1. Shall be capable of providing Internet connection to up to 2,000 devices.
   2. Shall be capable of automatically addressing routing tables to all devices part of wireless mesh network and shall not require manual programming or addressing.
   3. Shall communicate to cloud servers over a TCP/IP outbound-only connection.

4. Shall not require a Public IP address, custom VPNs, or any on-site servers.
5. Shall communicate to other BAS devices over the dedicated and isolated 802.15.4 IEEE technical standard.
6. Shall be secured using AES (Advanced Encryption Standards).

C. Internet-Enabled Thermostats are controllers which detect a space/zone temperature and operate equipment or dampers which supply heating, cooling, ventilation, or a combination of the three mechanical states, to their space/zone. Examples are thermostats for VAV, VVT, Fan-Powered Boxes, Fan Coil, Blower Coils, Unit Ventilators, Heat Pumps, Water Source Heat Pumps, and Conventional DX and/or Gas heat equipment.

1. Shall be capable of providing 24VAC outputs which can be configured to provide control of the following: two stages of fan, three stages of cooling, two stages of heating, one stage of auxiliary heat (heat pumps), floating point zone dampers, two position zone dampers, floating point zone reheat valves, and two position zone reheat valves.
2. Shall include a removable wiring terminal module that allows for thermostat installation even in situations where there are only three wires between equipment and where the thermostat is to be installed.
3. Shall be available with the following internal sensors: temperature only, temperature and humidity, temperature, humidity, and CO^2, and temperature and CO^2. All sensors required by the specifications are to be internal to the thermostat and not require two devices on the wall.
4. Shall be able to accept expansion accessories that allow for more advanced control sequences, and additional temperature detection. Examples are economizer controllers, outside air ventilation control, supply air temperature detection, unit ventilator face/bypass control, and modulating control. All expansion accessories shall be Internet enabled and accessible through EMS.
5. Shall communicate with the wireless mesh network through an internal wireless antenna that runs on the 802.15.4 technical standards.
6. Shall be able to automatically repeat the wireless mesh network to additional devices part of the BAS.
7. Shall automatically push, in real-time, to the BAS all “state changes” so as to be viewable historically and in real-time from BAS. Examples are changes in equipment operation (heat, cool, fan), number of stages active, the temperatures in the space, damper position, valve position, temperature set-points, etc.
8. Shall be able to lock-out heat pump compressor(s) based on outside air temperature.
9. Shall provide set-point (heat & cool) temperature limitations through BAS.
10. Shall provide full local keypad lock-out from BAS.
11. Shall meet California 2022 Title 24 code standards.

12. Shall have a programmable three (3°F) degree heat/cool temperature range which auto-adjusts to a five (5°F) degree dead band.
13. Shall have both a heat setpoint, cool setpoint, and auto-changeover.
14. Shall have Optimum Start algorithms that will calculate start times based on at least seven (7) days of previous run-time temperature and rate-of-change historical data for its space. Optimum Start algorithm shall recalculate each optimized schedule time before each optimized schedule.
15. Shall be able to be manually overridden through BAS.
16. Shall be configured through BAS.

D. Wired Temperature Inputs are to be available to provide external temperature detection for specific BAS devices. Examples are to provide supply air temperature, water temperature, refrigeration temperature, outside air temperature, etc. to a thermostat or other device.

1. Shall accept 10K type II thermistors.
2. Shall push to the BAS real-time temperature changes so as to be viewable historically and in real-time from the BAS.
3. Shall accept a thermistor at a maximum of up to 100 feet from input terminal.
4. Shall be configured through the BAS.

E. Internet-Enabled Economizer Controller are controllers that modulate an outside air damper to provide ventilation and economization to a single zone.

1. Shall only require a dry-bulb outside air temperature sensor and dry-bulb supply air temperature sensor. No dry-bulb return air temperature sensor or dry-bulb mixing box temperature sensor shall be required to meet full economizer functionality to at a minimum California 2022 Title 24 standards.
2. Shall communicate with thermostat to determine space temperature and space temperature setpoint in order to decide when economization can be used.
3. Shall continue to economize as its only source of cooling as long as the outside air temperature is able to keep the space temperature within 1°F of the cool temperature setpoint.
4. Shall be able to enable mechanical cooling at the same time as economization.
5. Shall be able to prevent the supply air temperature from dropping below a minimum temperature.
6. Shall provide enthalpy by use of pulling humidity and barometric pressure information from the Internet based on the zipcode of installation location. Enthalpy shall not require any additional probes other than the dry-bulb probe and shall be free to enable.
7. If connected to a CO^2 thermostat, shall be able to provide demand ventilation control of outside air damper.

8. Shall have a minimum ventilation damper position and a maximum ventilation damper position.
9. Shall be able to be scheduled to not open the outside air damper for ventilation during unoccupied hours.
10. Shall be able to control a Variable Frequency Drive (VFD) with up to five (5) fan speed inputs. Example of fan speed changes are during ventilation, stage one cooling, stage two cooling, stage one heating, stage two heating.
11. Shall modulate an outside air damper by use of a 0-10VDC signal.
12. Shall accept a 0-10VDC signal feedback input from the outside air damper actuator to confirm outside air damper is working correctly.
13. Shall meet all California 2022 Title 24 codes, including Fault Detection and Diagnostic requirements.
14. Shall send Fault Detection and Diagnostic information to the BAS.
15. Shall accept a minimum of three (3) 10K type II thermistors.
16. Shall be able to modulate a 0-10VDC hot water, steam, or electric SCR for heating and outside air tempering.
17. Shall be able to modulate a 0-10VDC chilled water or modulating DX for cooling and outside air tempering.
18. Shall be able to control a face/bypass damper.
19. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from BAS. Examples are changes in equipment operation (heat, cool, fan, economization, ventilation), number of stages active, the supply air temperature, the return air temperature, hot water valve position, face/bypass damper position, variable speed fan setting, etc.
20. Shall be able to be manually overridden through the BAS.
21. Shall be configured through the BAS.

F. Internet-Enabled Power Relay Module are controllers which have dry-contact relays able to start/stop different electrical equipment. Examples are exhaust fans, lights, pumps, valves, boilers, chillers, etc.

1. Shall have relays with a max rating of 120 VAC @ 15 AMPs or 240/277 VAC @ 10 AMPs.
2. Shall have a low-voltage terminal for momentary contact override inputs. Override time shall be configurable for a specific amount of minutes through a configuration from the BAS.
3. Shall be able to provide Lead/Lag sequencing between relays.
4. Shall be able to accept an external dry-contact input used to verify flow if being used as a pump controller. If being used as a lead/lag pump controller, shall be able to alarm the BAS if flow is not detected when Pump A is enabled and start Pump B as a stand-by pump.

5. Shall communicate with the wireless mesh network through an external wireless antenna that runs on the 802.15.4 technical standards. Antenna shall be able to communicate with Power Relay Module over three (3) 18-gauge wires up to 500 feet between device terminal inputs.
6. Shall be able to automatically repeat the wireless mesh network to additional devices part of the BAS.
7. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from the BAS. Examples are changes in relay positions On or Off.
8. Shall be able to be manually overridden through the BAS.
9. Shall be configured through the BAS.

G. Zone Controllers are controllers which operate equipment which supply heating, cooling and ventilation, or a combination of these mechanical states to multiple zones.

1. Shall communicate with the wireless mesh network through a removable wireless antenna that runs on the 802.15.4 technical standards.
2. Remote mountable antenna shall be able to communicate to Zone Controller over three (3) 18-gauge wires up to 500 feet between devices terminal inputs.
3. Communication from the Zone Controller to all zone/space Thermostats shall be over the wireless mesh network.
4. Shall be capable of providing 24VAC outputs which can be configured to provide control of the following: multiple stages of fan, multiple stages of cooling, and multiple stages of heating.
5. Shall be capable of providing 0-10VDC outputs which can be configured to provide control of the following: variable speed fan (VFD), modulating outside air damper, modulating heating valve.
6. Shall have integrated outside air damper control logic and not require a third-party or additional controllers to provide economization and ventilation control.
7. Shall directly accept a supply duct static pressure probe. Shall have an integrated short-term and long-term learning PID loop algorithm for maintaining target supply static configurations. PID loop shall not require any type of cost for programming and is to be factory loaded into controller.
8. Shall only require dry-bulb outside, return, and supply air temperature sensors.
9. If communicating to CO^2 thermostat(s), shall be able to provide demand ventilation control of outside air damper.
10. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from the BAS. Examples are changes in equipment operation (heat, cool, fan, economization, ventilation), number of stages active, the supply air temperature, the return air temperature, the outside air temperature, hot water valve position, supply duct static reading, variable speed fan setting, etc.

11. Shall be able to be manually overridden through the BAS.
12. Shall be configured through the BAS.

H. Make-up Air Controllers which operate equipment supplying ventilation to the building.

1. Shall communicate with the wireless mesh network through a removable wireless antenna that runs on the 802.15.4 technical standards.
2. Remote mountable antenna shall be able to communicate to Controller over three (3) 18-gauge wires up to 500 feet between devices terminal inputs.
3. Communication from the Controller to zone/space Thermostat(s) shall be over the wireless mesh network.
4. Shall be capable of providing 24VAC outputs which can be configured to provide control of the following: multiple stages of fan, multiple stages of cooling, and multiple stages of heating.
5. Shall be capable of providing 0-10VDC outputs which can be configured to provide control of the following: modulating variable speed fan (VFD), modulating outside air damper, modulating heating, modulating cooling.
6. Shall be able to modulate a VFD to maintain a targeted building static pressure.
7. Shall be able to modulate a 0-10VDC hot water, steam, or electric SCR for heating and outside air tempering.
8. Shall be able to modulate a 0-10VDC chilled water or modulating DX for cooling and outside air tempering.
9. Shall have integrated outside air damper control logic.
10. Shall directly accept a building pressure probe. Shall have an integrated short-term and long-term learning PID loop algorithm for maintaining target building pressure. PID loop shall not require any type of cost for programming, is to be factory loaded into controller, and updatable virtually through EMS.
11. Shall only require dry-bulb outside and supply air temperature sensors.
12. If communicating to CO^2 thermostat(s), shall be able to provide demand ventilation control of outside air damper.
13. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from the BAS. Examples are changes in equipment operation (heat, cool, fan, economization, ventilation), number of stages active, the supply air temperature, the return air temperature, the outside air temperature, hot water valve position, supply duct static reading, variable speed fan setting, etc.
14. Shall be scheduled On or Off through the BAS.
15. Shall be able to be manually overridden through the BAS.
16. Shall be configured through the BAS.

I. Wireless Proximity Sensors are thermostat accessories which are able to detect when a door or window is opened or closed, or be able to accept a dry-contact input from an occupancy sensor.

1. Shall be able to communicate to a single Internet-Programmable Thermostat over wireless mesh network.
2. Shall communicate with the wireless mesh network through an internal wireless antenna that runs on the 802.15.4 technical standards.
3. Shall run on two AA batteries and not require any unique type of battery to operate.
4. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from the BAS. Examples are if the door is open, if the space is unoccupied, if a window is open.
5. Shall be configured through the BAS.

J. Remote Wireless Sensors are thermostat accessories which are used to either average temperatures between the sensors location and a master thermostat or to relocate the sensing location of the master thermostat without having to run new wire.

1. Shall be able to communicate to a single Internet-Programmable Thermostat over wireless mesh network.
2. Shall communicate with the wireless mesh network through an internal wireless antenna that runs on the 802.15.4 technical standards.
3. Shall run on two AA batteries and not require any unique type of battery to operate.
4. Shall push all “state changes” to the BAS as to be viewable historically and in real-time from the BAS. Examples are changes in equipment operation (heat, cool, fan), number of stages active, the temperatures in the space, temperature set-points, etc.
5. Shall be configured through the BAS.

K. Wireless Repeaters are devices which extend the 802.15.4 wireless mesh network across large expanses or where BAS devices are unable to repeat the wireless mesh network on their own. Examples are when bridging the wireless mesh network from one building to another.

1. Shall communicate with the wireless mesh network through an internal wireless antenna that runs on the 802.15.4 technical standards.
2. Shall be able to automatically repeat the wireless mesh network to additional devices part of the BAS.
3. Shall not require an Ethernet connection or any TCP/IP connection.
4. Shall only require a single 120V outlet for power.
5. Indicate location of repeaters on As-Built drawings.

L. Configuration of Devices and System

1. To meet the sequence of operation for each controller, the controller shall be configured through the BAS by the installing contractor. No custom programming or downloading by use of a service tool shall be required.
2. Stand-Alone Operation: Each piece of equipment specified shall provide stand-alone operation. BAS devices shall not require web connection or communication to the BAS to run under normal operations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The Contract Documents shall be thoroughly examined for coordination of control devices, their installation, wiring, and commissioning. Coordinate and review mechanical equipment specifications, locations, and identify any discrepancies, conflicts, or omissions that shall be reported to the Architect/Engineer for resolution before rough-in work is started.

B. The BAS manufacturer shall be available to provide assistance to BAS Contractor in order to verify that control equipment can be installed as required, and any discrepancies, conflicts, or omissions shall be reported to the Architect/Engineer for resolution before rough-in work is started.

3.2 PROTECTION

A. The BAS installing contractor shall protect all work and material from damage by their work or personnel, and shall be liable for all damage thus caused.

B. The BAS installing contractor shall be responsible for their work and equipment until final inspection, testing, and acceptance. The BAS installing contractor shall protect their work against theft or damage, and shall carefully store material and equipment received on site that is not immediately installed. The Contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

C. Installation of BAS shall be performed by an approved Contractor. Approved contractor is one whom either has installed the BAS before or has been approved by the BAS manufacturer. The Contractor shall certify all work as proper and complete. Under no circumstance shall the design, scheduling, coordination, programming, training, and warranty requirements for the project be delegated to a subcontractor unless that subcontractor meets the BAS approved Contractor requirements as stated above.

D. Demolition. Remove controls which do not remain as part of the BAS. The owner will inform the Contractor of any equipment which is to be removed that will remain the property of the owner. All other equipment which is remove will be disposed of by the Contractor.

E. Access to Site. Unless notified otherwise, entrance to building is restricted. No one will be permitted to enter the building unless their names have been cleared with the owner or an owner-approved representative.

F. Code Compliance. All wiring shall be installed in accordance with all applicable electrical codes and will comply with equipment manufacturer's recommendations.

G. Clean Up. During installation, contractor shall maintain a clean environment. At the completion of the work, all equipment pertinent to this contract shall be checked and thoroughly cleaned, and all other areas shall be cleaned around equipment provided under this contract.

3.3 TEST AND BALANCE

A. Testing of controls shall be performed by installing contractor. All equipment and their components being controlled shall be tested, including, but not limited too: heating enables and a proper supply air temperature from the AHU, RTU, and into the zone (if there is a zone box) is recorded, cooling enables and a proper supply air temperature from the AHU, RTU, and into the zone (if there is a zone box) is recorded, fan enables and the proper fan speed is set when specified (when using a multiple speed fan, VFD, or ECM motor), and that the outside air damper fully opens and closes when commanded. Any devices that are enabled and disabled shall properly respond to the BAS control signals.

B. All control configurations shall be set to meet specifications. All temperatures and other sensors shall be determined accurate and configured for the type of temperature being detected.

C. All mechanical systems controlled by BAS shall be properly balanced to the right CFMs to meet required codes and specifications.

3.4 WIRING, CONDUIT, AND CABLE

A. All control wires between mechanical equipment and BAS devices are to be furnished and installed by others, unless BAS contractor is responsible for this part of the installation. The BAS contractor shall not begin work on this contract until all wiring is installed to the satisfaction of the BAS contractor.

B. It is not an excuse to have not referenced the manufacturer's installation documentation or to have contacted the BAS manufacturer if wire installation is not understood and done incorrectly by the installing Contractor.

3.5 HARDWARE INSTALLATION

A. Installation Practices for Devices. All devices are to be mounted level/plumb and per the manufacturer's installation documentation.

B. Air shield or Foam tape is required on the back of all thermostats.

C. It is not an excuse to have not referenced the manufacturer's installation documentation or to have contacted the BAS manufacturer if hardware installation not understood and done incorrectly by the installing Contractor.

D. Identification.

1. Identify all control wires with labeling tape or sleeves using either words, letters, or numbers that can be exactly cross-referenced with as-built drawings.
2. All field enclosures, other than controllers, shall be identified with a nameplate. The lettering shall be in white against a black or blue background.
3. Junction box covers will be marked to indicate that they are a part of the BAS.
4. All field devices (except space sensors) that are not mounted within FIP's shall be identified with name plates.
5. All field devices inside FIP's shall be labeled.

E. Existing Controls. Existing controls are not to be reused. All BAS devices will be new.

F. Control System Switch-Over. The installing contractor shall minimize control system downtime during switch-over. Sufficient installation mechanics will be on-site so that the entire switch-over can be accomplished in a reasonable time frame.

G. Location.

1. The location of sensors is as indicated in the mechanical and architectural drawings.
2. Space temperature, humidity, and CO^2 sensors will be mounted away from machinery generating heat, direct light, and/or diffuser air streams.
3. If external temperature sensors are installed, sensors will be mounted away from machinery generating heat, direct light, and/or diffuser air streams.

4. If outdoor air temperature sensors are installed, sensors are to be installed such that the effects of heat radiated from the building or sunlight is minimized.

3.6 SYSTEM CONFIGURATION

A. General. The installing contractor shall provide all labor necessary to install, initialize, start-up and troubleshoot all system hardware and configurations described in this section. This includes any requirements necessary to access the web application on third-party devices.

B. Installing contractor shall work with owner's representative to determine configuration parameters including but not limited to hours of operation, set points, system variables, naming of devices, and site naming. Naming of devices and the site shall be performed by the installing contractor. Naming convention of space thermostats shall be space served. Naming convention of zone controllers shall be the equipment serial number. All naming shall be provided by or agreed upon with the owner.

3.7 SYSTEM COMMISSIONING AND SYSTEM STARTUP

A. Each BAS component in the system shall be tested for both hardware and software functionality. In addition, each mechanical and electrical system under control of the BAS will be tested against the appropriate sequence of operation specified herein. Documentation shall be provided to the owner that proves installation and testing has been completed and points out any mechanical issues found that are not related to the installation of the BAS. Successful completion of the system tests shall constitute the beginning of the warranty period.

B. The BAS Contractor shall provide all manpower and engineering services required to assist the HVAC Contractor and Balancing Contractor in testing, adjusting, and balancing all systems in the building. The BAS Contractor shall have a trained technician available on request during the balancing of the systems. The BAS Contractor shall coordinate all requirements to provide a complete air balance with the Balancing Contractor and shall include all labor and materials in his contract to assist with functional testing of system as it relates to BAS.

C. Upon completion of installation, submit three (3) copies of record documents. The documents shall be submitted for approval prior to final completion and include:

1. Testing and Commissioning Reports and Checklists signed off by trained field commissioning personnel.
2. Name, address and telephone number of Contractor personnel managing and installing equipment, along with service personnel responsible for supporting the ongoing warranty and services of the control system.

3. Procedures for operating the BAS including logging on/off, alarm management, reading reports, trends, modification of setpoints, scheduling, and other interactive system requirements.
4. Provide information on how to receive support from Pelican Wireless Systems and demonstrate that they are a direct supporting resource. Contact information for Technical Support from Pelican Wireless Systems is to be provided.

END OF SECTION 23 0922

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SECTION 23 1500 - VIBRATION ISOLATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Flexible Duct Connections

1.2 PERFORMANCE REQUIREMENTS

A. Provide vibration isolation on motor driven equipment and connected ductwork.

1.3 SUBMITTALS

A. Submit under provisions of the General Conditions.

B. Shop Drawings Indoor / Outdoor Units: Indicate and locate vibration isolators with static and dynamic load on each.

C. Product Data: Provide schedule of vibration isolator type with location and load on each.

D. Manufacturer's Installation Instructions: Indicate special procedures and setting dimensions.

E. Manufacturer's Certificate: Certify that the isolators are properly installed and adjusted.

PART 2 - PRODUCTS

2.1 FLEXIBLE DUCT CONNECTIONS

A. Manufacturers

1. Ductmate Vinyl Super Duty

2. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with Manufacturer's instructions.

B. At air handling units provide flexible duct connections at connection to existing ducting.

C. Provide flexible condensate and electrical connections to all equipment.

D. Adjust springs after installation per Manufacturer's installation instructions

END OF SECTION 23 1500

SECTION 23 2300 - REFRIGERANT PIPING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Piping.

B. Refrigerant.

C. Moisture and liquid indicators.

D. Valves.

E. Strainers.

F. Check valves.

G. Pressure relief valves.

H. Filter-driers.

I. Solenoid valves.

J. Expansion valves.

1.2 RELATED SECTIONS

A. Section 23 0700 - HVAC Insulation.

1.3 REFERENCES

A. ARI 710 - Liquid Line Dryers.

B. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter-Driers

C. ARI 750 - Thermostatic Refrigerant Expansion Valves.

D. ARI 760 - Solenoid Valves for Use With Volatile Refrigerants.

E. ASHRAE 15 - Safety Code for Mechanical Refrigeration.

F. ASHRAE 34 - Number Designation of Refrigerants.

G. ASME - Boiler and Pressure Vessel Codes, SEC 9 Qualification Standard for Welding and Brazing Procedures, Welders, Brazers, and Welding and Brazing Operators.

H. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

I. ASME B16.26 - Cast Copper Alloy Fittings For Flared Copper Tubes.

J. ASME B16.50 – Wrought Copper and Copper Alloy Braze-Joint Pressure Fitting

K. ASME B31.5 - Refrigeration Piping.

L. ASTM B280 - Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

M. AWS A5.8 - Brazing Filler Metal.

1.4 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

B. Valves

1. Use factory-supplied service valves on condensing units.

C. Replaceable Cartridge Filter-Driers:

D. Solenoid Valves:

1. Use in liquid line of single evaporator systems.

1.5 SUBMITTALS

A. Submit under provisions of the general requirements.

B. Shop Drawings: Provide shop drawings indicating manufacturer approved refrigerant piping, including equipment, critical dimensions, and sizes.

C. Product Data: Provide general assembly of specialties, including manufacturers catalogue information. Provide manufacturers catalog data including load capacity.

D. Manufacturer's Installation Instructions: Indicate sizes, support, connection requirements, and isolation for servicing.

E. Submit welders certification of compliance.

1.6 PROJECT RECORD DOCUMENTS

A. Submit under provisions of the general requirements.

B. Record exact locations of equipment and refrigeration accessories on record drawings.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of the general requirements.

B. Maintenance Data: Include instructions for changing cartridges, assembly views, spare parts lists.

1.8 REGULATORY REQUIREMENTS

A. Conform to ASME B31.9 for installation of piping system.

B. Welding Materials and Procedures: Conform to ASME SEC 9.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of the general requirements.

B. Deliver and store piping and specialties in shipping containers with labeling in place.

C. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.

D. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

1.10 WARRANTY

A. Provide one year warranty under provisions of the general requirements.

PART 2 PRODUCTS

2.1 PIPING

A. Copper Tubing: ASTM B280, Type ACR annealed.

1. Fittings: ASME B16.22 wrought copper.

2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees F (640 to 805 degrees C).

B. Pipe Supports and Anchors:

1. Conform to Section 23 0529

2.2 REFRIGERANT

A. Refrigerant: ASHRAE 34

1. R-410A.

2.3 REFRIGERANT PIPING

A. Insulate with closed cell neoprene insulation. Install 3/16” corrugated 0.016 aluminum jacketing with aluminum formed fittings at exterior.

PART 3 EXECUTION

3.1 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.

3.2 INSTALLATION

A. Install refrigeration specialties in accordance with manufacturer's instructions.

B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.

C. Install piping to conserve building space and not interfere with use of space.

D. Group piping whenever practical at common elevations and locations. Slope piping one percent in direction of oil return.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Arrange piping to return oil to compressor.

G. Provide clearance for installation of insulation and access to valves and fittings.

H. Flood piping system with nitrogen when brazing.

I. Where pipe support members are welded to structural building frame, brush clean, and apply one coat of zinc rich primer to welding.

J. Prepare unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to the general requirements.

K. Insulate piping and install aluminum jacket at exterior locations.

L. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.

M. Provide replaceable cartridge filter-driers.

N. Locate expansion valve sensing bulb immediately downstream of evaporator on suction line.

O. Provide external equalizer piping on expansion valves with refrigerant distributor connected to evaporator.

P. Fully charge completed system with refrigerant after testing.

Q. Provide electrical connection to solenoid valves.

END OF SECTION 23 2300

SECTION 23 3000 – SPLIT SYSTEMS HEAT PUMPS

PART 1. GENERAL

1.1 SYSTEM DESCRIPTION

A. The variable capacity, heat pump/heat recovery air conditioning system shall be a SAMSUNG Electronics DVM S (Variable Refrigerant Flow) System. The DVM S systems shall be HR (simultaneous cooling and heating) split system heat recovery or HP (cool/heat) split system heat pump with multiple indoor units.

1.2 PIPING

A. Piping to multiple indoor units requires additional piping components. The VRF equipment manufacturer's Y-joint fittings and/or Heat Recovery Mode Control Units (MCU) must be used to branch the main refrigerant lines.

B. The VRF equipment manufacturer's Tee fittings must be used to connect outdoor units when multiple module systems are being installed (systems with more than one outdoor unit).

1.3 QUALITY ASSURANCE

A. The units shall be listed by Electrical Laboratories (ETL) and bear the ETL label.

B. All wiring shall be in accordance with the National Electrical Code (N.E.C.).

C. The units shall be manufactured in a facility registered to ISO 9001 and ISO14001 which is a set of standards applying to environmental protection set by the International Standard Organization (ISO).

D. A full charge of R-410A for the condensing unit only shall be provided in the condensing unit. Additi onal refrigerant is required based on diameters and lengths of system liquid refrigerant lines and in door equipment model and quantity.

E. The installing contractor must have attended Samsung DVM S installation training prior to installing the system.

F. Service and installation manuals must be readily available on the manufacturer's website without en tering a username and password.

PART 2. OUTDOOR UNITS

2.1 HEAT PUMP CONDENSING UNIT (208/230V, 3Ø)

A. General:

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The heat pump outdoor unit shall be specifically used with SAMSUNG DVM S2 Heat pump components. The SAMSUNG DVM S2 HP outdoor unit shall consist of the AM***BXVGFH/AA outdoor unit, indoor units (AM****N****/AA), and SAMSUNG DVM S NASA Control Network Solution (Control systems). The outdoor units shall be equipped with multiple circuit boards that interface to the SAMSUNG DVM S NASA Control Network Solution (Control systems) and shall perform all functions necessary for operation. The outdoor unit shall have a powder coated finish. The outdoor unit shall be completely factory assembled, piped and wired. Each unit shall be run tested at the factory.

1. The sum of connected capacity of all indoor air handlers shall range from 50% to 130% of outdoor rated capacity. Connection up to 184% is possible under certain design conditions (refer to details in engineering manuals provided by the manufacturer).

2. The Heat Pump condensing unit salt spray test method: ASTM B117-18 - the heat exchanger showed no unusual rust or corrosion development to 3,000 hours.

3. The heat pump system compressors shall be SAMSUNG, asymmetric, hermetically sealed, inverter driven, flash injected, DC scroll type. No fixed capacity compressors shall be present in the refrigerant system.

4. The heat pump system shall have the ability to change operation mode without turning off the compressors allowing for constant heating and cooling operation

5. The outdoor unit shall have advanced oil recovery cycle logic operation that shall not interrupt heating or cooling operation. The oil recovery cycle duration shall not exceed three (3) minutes while in cooling mode or six (6) minutes while in heating mode. While in heat mode, any defrost cycle lasting over three (3) minutes shall be considered an oil recovery cycle.

6. Advanced intelligent defrost logic to significantly reduce defrost cycle frequency by monitoring air resistance across the condenser coil during heating operation to determine defrost operation initiation to prevent unnecessary defrost cycles.

7. Outdoor unit (individual modules) shall have a sound rating no higher than 67 dB (A).

8. Both refrigerant lines from the outdoor unit shall be insulated.

9. The heat pump outdoor unit shall have an accumulator with ARV (accumulator return valve) control.

10. The heat pump outdoor unit shall have a high pressure safety switch, high voltage fuses, over-current protection, phase detection protection, thermal fan protection, low pressure protection, compressor overcurrent protection, fan motor voltage protection, current transformer(s), crank case heating, and intelligent logic to ensure proper operation within unit design limitations and operational parameters.

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11. The inverter compressor PCB(s) shall be cooled with liquid refrigerant circuit(s) and air-cooling fins to operate at optimal temperatures and to prevent failure due to overheating.

12. The heat pump outdoor unit shall have the ability to operate with a maximum height difference of 361 feet between the outdoor unit and the lowest indoor unit when the condensing unit is installed higher than the indoor units (with modified piping and PDM kit when greater than 164 feet). The heat pump outdoor unit shall have the ability to operate with a maximum height difference of 361 feet between the outdoor unit and the highest indoor unit when the condensing unit is installed lower than the indoor units (conditions apply when over 131). Maximum 3,280 feet total refrigerant tubing length. The greatest length is not to exceed 656 (722 equivalent) feet between outdoor unit and the farthest indoor unit.

13. Indoor units on Heat Pump system shall have a maximum vertical separation of 164 feet between the highest and lowest indoor units.

14. The heat pump outdoor unit shall be capable of operating in cooling mode between 23°F ~ 122°F (-5°C to 50°C) outside ambient temperatures.

15. The heat pump outdoor unit shall be capable of operating in cooling mode below 23°F (-5°C) down to 5°F (-15°C) outside ambient temperature with the addition of accessory low ambient cooling side guards (LACH).

16. The heat pump outdoor unit shall be capable of operating in cool mode down to -13°F (-25°C) ambient temperatures with use of low ambient cooling hood and side/rear guard accessories (LACH) to provide 100% cooling capacity.

17. The heat pump outdoor unit shall be capable of operating in heating mode between -22°F ~ 75°F (-30°C ~ 24°C) ambient temperatures.

18. The heat pump system shall allow adjustment of target evaporator coil temperatures in cooling mode and target heating discharge pressures depending on project conditions for heating and cooling calibration thus saving energy.

19. The heat pump outdoor unit shall have a high efficiency, individual oil separators for each compressor plus additional logic controls to ensure adequate oil volume in the compressor is maintained.

20. The heat pump outdoor unit shall have a flat-plate type subcooler to sub cool liquid refrigerant further to increase capacity and performance with long pipe lengths and to decrease refrigerant sounds at indoor equipment.

21. The heat pump system shall have optional snow blowing settings to prevent snow accumulation on top of unit.

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22. The heat pump system shall have optional night quite modes to reduce unit sound in evenings (4 levels).

23. The heat pump system shall have current control to limit current (50% - 100% of design current) adjustable at outdoor unit or web accessible, central control devices provided by the VRF manufacturer.

24. The heat pump outdoor unit shall have a removable EEPROM at the main PCB to store all unit data. All data on the outdoor unit EEPROM shall be viewable from the manufacturer provided service software. The outdoor unit main EEPROM shall be removable allowing replacement of outdoor unit PCB without losing digital, field programmed data. The outdoor unit removable EEPROM shall store the following unit data: unit model number, unit serial number, unit main PCB firmware and MICOM version, sub-PCB firmware and MICOM version, fan PCB firmware and MICOM version, inverter PCB 1 and inverter PCB 2 firmware and MICOM version, auto-trial commissioning startup data, the last 30 minutes of operation data, and field programmed unit name/tag viewable on controls and service software.

25. The heat pump outdoor unit shall have the ability to discharge inverter PCB capacitor voltage using service buttons on the outdoor unit main PCB. The capacitor stored-voltage discharge feature shall allow safe inverter PCB replacement.

26. The heat pump outdoor unit shall have outdoor unit pump-down operation capability allowing storage of refrigerant while opening sealed refrigerant pipe system outside of outdoor unit chassis while performing service. The outdoor unit refrigerant storage shall be greater than the supplied factory R-410A charge.

27. The heat pump outdoor unit shall have individual outdoor module pump-out operation capability allowing the majority of refrigerant in an outdoor unit to be pumped out. The pump-out feature shall allow service of sealed refrigerant system within an outdoor unit chassis.

28. The heat pump outdoor unit shall allow temporary disabling of individual compressors to allow system operation at reduced capacity after a compressor or compressor component related issue (when more than one compressor is present in system). Disabling of a compressor shall temporarily remove error codes and allow system operation.

29. The heat recovery outdoor unit shall have capability to reduce compressor Hz (heating capacity) further when average indoor unit ((set temperature – room temperature) < 3.6º F) while operating in heating mode, thus saving energy.

30. The heat recovery outdoor unit shall have capability to reduce compressor Hz (cooling capacity) when average indoor unit ((room temperature – set temperature) < 3.6º F) while operating in cooling mode, thus saving energy.

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31. The heat pump outdoor unit compressors shall have a soft-start function to reduce electricity demand during system start and to increase compressor reliability.

32. In the event of system error due to outdoor unit failure, the heat pump outdoor unit shall display codes that specify a precise error and which outdoor unit PCB is the cause.

33. The heat pump system shall support system auto-addressing allowing system commissioning without manually configuring indoor unit addresses.

34. The Heat Pump system (does not apply to Heat Recovery systems) shall feature a Cooling Priority option that will switch the heat pump to cooling mode if there is a demand for cooling from any indoor unit. Cooling Priority shall be used on systems where indoor units have an external heat source (ex: electric heat). While the heat pump is in heating mode (all units in heat mode or off), the compressor shall operate in heating mode. When one or more indoor unit(s) demand cooling, the heat pump will stop heating operation and changeover to cooling mode. Indoor units that are in heating mode will no longer heat using the heat pump but with the connected external heat source. After all indoor units in cooling mode have satisfied, the outdoor unit will changeover to heating mode again (if a heating demand still exists). All indoor units must be in Auto mode for this function to work.

B. Unit Cabinet:

1. The chassis shall be fabricated of galvanized steel, bonderized and finished with a powder coated baked enamel.

C. Fan:

1. All fan motors shall be variable speed BLDC type.

2. All fan motors shall have inherent protection, thermal protection, and have permanently lubricated bearings, and be completely variable speed.

3. All fan motors shall be mounted for quiet operation.

4. All fans shall be provided with a raised guard to prevent contact with moving parts.

5. The outdoor unit shall have vertical discharge airflow.

6. The heat pump outdoor units shall not require any field installed components or component modification to allow ducting of discharge air. Outdoor unit capacities 6 – 14 tons (nominal) shall have the capability for ducting of discharge air up to 0.43” WC static pressure with factory provided dimensional design drawings. Outdoor unit capacities 16 – 20 tons (nominal) shall have the capability for ducting of discharge air up to 0.32” WC static pressure with factory provided dimensional design drawings.

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D. Refrigerant:

1. R410A refrigerant shall be required for the heat pump system.

2. Additional refrigerant is required. Amount is based on installed refrigerant pipe diameters and lengths and indoor equipment model number and quantity.

3. Modular systems shall require outdoor refrigerant kits for module connection provided by the manufacturer

E. Coil:

1. The outdoor coil shall be of nonferrous construction with lanced or corrugated plate fins on copper tubing.

2. The Heat Pump condensing unit salt spray test method: ASTM B117-18 - the heat exchanger showed no unusual rust or corrosion development to 2,280 hours.

3. The coil shall be protected with an integral metal guard.

4. The heat exchanger shall consist of two separate circuits to enhance the heat pump defrost cycle. The unit shall use the entire coil initially for the defrost cycle. To resume heating faster in extreme conditions, the upper section shall return to heating operation while the lower section continues to defrost.

F. Compressor:

1. The compressors shall have flash injection capability to increase performance in heating mode. This will be automatically enabled by the outdoor unit(s) by forcing saturated refrigerant as a liquid flash mix directly into the scroll compression cycle increasing mass flow and overall system capacity. Compressors without flash injection shall not be present in the VRF heat pump system.

2. All compressors shall be modulation capable, flash injected, DC inverter, scroll type.

3. Refrigerant flow from the outdoor unit shall be controlled by means of capacity modulation capable flash injection scroll compressor.

4. Crankcase heaters shall be factory mounted on the compressors. For units without crankcase heaters, the compressors shall be warmed by the compressor inverter control PCB and motor windings.

5. The outdoor unit compressor shall have a variable modulation technology to modulate capacity. System capacity shall be completely variable down to 7,513 Btu/h.

6. The outdoor unit compressor shall have flash injection technology which can increase the mass flow rate of refrigerant and offset refrigerant condensing temperatures resulting in a capacity and performance improvement in heating mode.

7. The compressor(s) will be equipped with an internal thermal overload.

8. The compressor(s) shall be mounted to avoid the transmission of vibration.

G. Electrical:

1. The outdoor unit electrical power shall be 208/230 volts, 3 phase, 60 hertz.

2. The 208/230 VAC unit shall be capable of satisfactory operation within voltage limitations of 187-228 volts (208V/60Hz) or 207-253 volts (230V/60Hz).

3. The outdoor unit shall be controlled by integral microprocessors.

4. The control circuit between the indoor units and the outdoor unit shall be 0.5VDC - 7VDC completed using stranded, annealed copper conductor, 16 AWG, shielded, two-core cable to provide total integration of the system.

PART 3. INDOOR UNITS AND ACCESSORIES

3.1 MULTI-POSITION, DUCTED, INDOOR UNIT (AM0**TNZDCH/AA)

A. General:

The multi-position indoor unit shall be a high-performance, high static pressure capable, multi-position ducted indoor fan coil that can install in a horizontal or vertical position and shall have a modulating expansion device (gear type). The multi-position ducted indoor unit shall be compatible with DVM S HR (Heat Recovery) outdoor units and MCU (Mode Control Unit) or DVM S HP (Heat Pump) outdoor units. The multi-position ducted indoor unit shall support individual control using SAMSUNG DVM S NASA Control Network Solution (Control systems). Indoor Unit.

1. The indoor unit shall be factory assembled, wired and run tested. Contained within the unit shal l be all factory wiring, piping, electronic modulating expansion device, control circuit board and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism, and an auto restart function. Indoor unit and refrigerant pipes shall be charged with dehydrated air (Nitrogen gas) before shipment from the factory.

2. The indoor unit shall have the ability to install optional, supplemental, electric heat kits provided by the manufacturer.

3. The indoor unit shall have the ability to install an optional downflow conversion kit provided by t he manufacturer.

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4. The indoor unit shall have an air leakage of no more than 2 percent of the design air flow rate w hen tested in accordance with ASHRAE 193.

B. Unit Cabinet:

1. The cabinet shall be constructed of insulated, painted, galvanized steel.

C. Fan:

1. Indoor fan is backward curved centrifugal type with a single constant torque fan motor.

2. Standard external static pressure is 0.4" WC. Acceptable range: 0.1" – 0.5" WC for 12,000 btu/h multi-position indoor units.

3. Standard external static pressure is 0.4" WC. Acceptable range: 0.1" – 0.7" WC for 18,000 – 24, 000 btu/h multi-position indoor units.

4. Standard external static pressure is 0.4" WC. Acceptable range: 0.1" – 1.0" WC for 30,000 – 72, 000 btu/h multi-position indoor units.

5. The indoor fan shall be statically and dynamically balanced to run on a motor with permanently l ubricated bearings.

6. The indoor fan shall have five (5) speed taps available for adjustment.

7. The indoor fan shall consist of three (3) speeds, High, Mid, and Low. Auto fan speed setting is available.

8. The indoor unit shall have a ducted air outlet system and ducted return air system (field provide d).

D. Filtration:

1. Filtration is field provided.

2. Field provided filtration must be used within bounds of external pressure drop.

3. Optional filter bases are available.

E. Supplemental Electric Heat Kit:

1. Optional supplemental electric heat kits are available.

F. Downflow Conversion Kit:

1. Optional downflow conversion kits are available.

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G. Coil:

1. The indoor coil shall be mechanically bonded fin to copper tubing.

2. All tube joints shall be brazed with phos-copper or silver alloy.

3. The coils shall be pressure tested at the factory.

4. A condensate pan and drain shall be provided under the coil for vertical or horizontal applications.

5. The condensate shall be gravity drained as standard.

H. Electrical:

1. The unit electrical power shall be 208/230 volts, 1 phase, 60 hertz.

2. The system shall be capable of satisfactory operation within voltage limits of 187-228 volts (208V/60Hz) or 207-253 volts (230V/60Hz).

3. The control circuit between the indoor units, MCU (Mode Control Unit) and the heat pump/heat recovery outdoor unit shall be 0.5VDC - 7VDC completed using stranded, annealed copper conductor, two-core, 16 AWG, shielded cable to provide total integration of the system

4. The indoor unit shall have a thermal fuse under high-voltage terminal block to disable unit in the event of overheating due to electrical malfunction/poor connection.

I. Controls:

1. This unit shall use controls provided by the VRF manufacturer to perform functions necessary to operate the system. Please refer to the “Controls” section of this guide specification for details on controllers and other control options.

2. The indoor unit shall have a removable EEPROM on its PCB to store all unit data. All data on the indoor unit EEPROM shall be viewable from the manufacturer provided service software. The indoor unit main EEPROM shall be removable allowing replacement of indoor unit PCB without losing digital, field programmed data. The indoor unit removable EEPROM shall store the following unit data: unit model number, unit PCB firmware and MICOM version, and field programmed unit name/tag viewable on controls and service software.

3. The indoor unit shall have a terminal to connect a 0 volt, dry contact, float switch or other device to disable the unit.

4. The indoor unit shall have advanced unoccupied room control capability. Unoccupied room control can be used to reduce system demand when a room is not occupied by changing zone

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settings. Unoccupied room control shall be done with a factory installed MIM-B14 external contact control module (refer to the “Controls” section of this guide specification). The unoccupied settings can be modified central control gateways provided by the VRF manufacturer or programmed with the manufacturer provided service software. Unoccupied room control shall provide four setting options to modify indoor unit operation when in “unoccupied mode”. Settings shall include indoor unit ON/OFF, fan speed, and set temperature adjustment. This option cannot be used in conjunction with simple unit shutdown with a 0 volt dry contact.

5. The indoor unit shall have advanced external heater control programming capability for supplemental heat. External heat control signal shall enable and disable a supplemental heat source based on selectable room temperature and set temperature differences. External heat control signal shall include a selectable time delay before the supplemental external heat source is activated.

6. The indoor unit shall feature a Dual Set point function that allows users to set separate heating and cooling set temperatures using MWR-WG00UN wired controller and central control options MIM-D01AUN, MIM-B17BUN, and MIM-B18BUN. Dual set temperature allows the user to specify a deadband where the unit will not heat or cool when room temperature is between the heating and cooling set temperatures. Dual set temperature can be used with heat pump or heat recovery systems.

7. The indoor unit shall feature an Emergency Temperature Output (ETO) function that will provide a signal when an indoor unit is in error status. When enabling ETO, a high room temperature threshold can also be programmed to provide a signal when the room temperature limit has been exceeded. The ETO signal can be used to activate backup systems, provide a simple signal to a building management system, or to provide a simple visual/audible notification locally (ex: LED, buzzer, etc.). An MIM-B14 External Contact Control interface module is required for each unit that will provide or receive an ETO signal.

3.2 FILTER BASE ACCESSORY FOR MULTI-POSITION AIR HANDLING UNITS (VFB-*)

A. Compatibility:

1. Optional filter base: VFB-1 for indoor unit model numbers: AM012TNZDCH/AA, AM018TNZDCH/AA, and AM024*NZDCH/AA.

2. Optional filter base: VFB-2 for indoor unit model numbers: AM030TNZDCH/AA, AM036TNZDCH/AA.

3. Optional filter base: VFB-3 for indoor unit model numbers: AM048TNZDCH/AA, AM054TNZDCH/AA, AM060TNZDCH/AA, and AM072TNZDCH/AA.

B. General:

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1. The optional filter base shall be used for vertical installation.

2. The optional filter base shall include a 1", pleated filter as standard.

3. The optional filter base shall accommodate a 1" or 2" filter.

4. Air filter access shall not require any tools for replacing filters.

3.3 HIGH STATIC (CEILING-CONCEALED), DUCTED INDOOR UNIT (AM054JNHDCH/AA, AM076FNHDCH/AA, AM096FNHDCH/AA)

A. General:

The indoor unit shall be a high-performance, high static pressure capable, concealed ducted indoor fan coil that mounts above the ceiling with a fixed horizontal discharge supply and shall have a modulating expansion device (gear type). The high static pressure capable, concealed ducted indoor unit shall be compatible with DVM S HR (Heat Recovery) outdoor units and MCU (Mode Control Unit) or DVM S HP (Heat Pump) outdoor units. The high static pressure capable, concealed ducted indoor unit shall support individual control using SAMSUNG DVM S NASA Control Network Solution (Control systems).

B. Indoor Unit.

1. The indoor unit shall be factory assembled, wired and run tested. Contained within the unit shall be all factory wiring, piping, electronic modulating linear expansion device, control circuit boar d and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism , and an auto restart function.

2. The indoor unit shall have a discharge air temperature sensor.

3. The indoor unit discharge temperature sensor shall allow configuration to control unit operation based on target cooling and heating discharge air temperatures (cooling: 46~64ºF, heating: 86 ~109ºF).

4. The indoor unit discharge temperature sensor reading shall be visible on central control options and manufacturer provided service software.

5. The indoor unit discharge temperature setting shall be controllable via central control options an d compatible local wired controllers. The BACnet gateway controller shall also allow discharge air temperature control via BACnet protocol.

C. Condensate Pumps

1. The AM054JNHDCH/AA indoor unit shall have an integral condensate pump as standard with 2 9" maximum lift.

2. Optional condensate pump model MDP-N047SNC1D is available for AM076FNHDCH/AA and AM096FNHDCH/AA indoor unit models.

D. Unit Cabinet:

1. The unit shall be space saving, ceiling-concealed, ducted.

2. The cabinet shall be constructed of insulated galvanized steel.

E. Fan:

1. The AM054JNHDCH/AA indoor unit fan assembly shall consist of two Sirocco fans direct driven by two (2) fan motors.

2. The AM076FNHDCH/AA and AM096FNHDCH/AA indoor unit fan assembly shall consist of two Sirocco fans direct driven by one (1) fan motor.

3. External static pressure data is provided in the table below.

External Static Pressure ("WC)		
Model Number	*Standard*	*Acceptable Range*
AM054JNHDCH/AA	0.2"	0.12 – 0.63"
AM076FNHDCH/AA	0.59"	0.20 – 0.98"
AM096FNHDCH/AA	0.59"	0.20 – 1.10"

4. The indoor fan shall be statically and dynamically balanced to run on a motor with permanently lubricated bearings.

5. The indoor fan shall consist of three (3) speeds, High, Mid, and Low. Auto fan speed setting is available.

6. The indoor unit shall have a ducted air outlet system and ducted return air system.

7. The fan speed shall be adjustable by optional remote controller or manufacturer provided service software according to external static pressure.

F. Filter:

1. Return air shall be filtered by means of a standard factory installed return air filter.

2. Optional return filter box (rear placement) is available.

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G. Coil:

1. The indoor coil shall be of nonferrous construction with slit fins on copper tubing.

2. The tubing shall have inner grooves for high efficiency heat exchange.

3. All tube joints shall be brazed with phos-copper or silver alloy.

4. The coils shall be pressure tested at the factory.

5. A condensate pan and drain shall be provided under the coil.

6. The condensate shall be gravity drained from the fan coil.

7. Both refrigerant lines to the AM054JNHDCH/AA and AM0**FNHDCH/AA indoor units shall be insulated.

H. Electrical:

1. The unit electrical power shall be 208/230 volts, 1 phase, 60 hertz.

2. The system shall be capable of satisfactory operation within voltage tolerance is ±10%.

I. Controls:

1. This unit shall use controls provided by the VRF manufacturer to perform functions necessary to operate the system. Please refer to the “Controls” section of this guide specification for details on controllers and other control options.

2. The indoor unit shall have a removable EEPROM on its PCB to store all unit data. All data on the indoor unit EEPROM shall be viewable from the manufacturer provided service software. The indoor unit main EEPROM shall be removable allowing replacement of indoor unit PCB without losing digital, field programmed data. The indoor unit removable EEPROM shall store the following unit data: unit model number, unit serial number, unit PCB firmware and MICOM version, and field programmed unit name/tag viewable on controls and service software.

3. The indoor unit shall have advanced external heater control programming capability for supplemental heat. External heat control shall be done with MIM-B14 external contact control module (refer to the “Controls” section of this guide specification) or with the “HOT WATER” output. External heat control signal shall enable and disable a supplemental heat source based on selectable room temperature and set temperature differences. External heat control signal shall include a selectable time delay before the supplemental external heat source is activated. The “HOT WATER” output is 230 VAC. A field-provided relay will be required to control a supplemental external heat source.

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4. The indoor unit shall have advanced unoccupied room control capability. Unoccupied room control can be used to reduce system demand when a room is not occupied by changing zone settings. Unoccupied room control shall be done with MIM-B14 external contact control module (refer to the “Controls” section of this guide specification). The unoccupied settings can be modified central control gateways provided by the VRF manufacturer or programmed with the manufacturer provided service software. Unoccupied room control shall provide four setting options to modify indoor unit operation when in “unoccupied mode”. Settings shall include indoor unit ON/OFF, fan speed, and set temperature adjustment.

5. The indoor unit shall feature a Dual Set point function that allows users to set separate heating and cooling set temperatures using MWR-WG00UN wired controller and central control options MIM-D01AUN, MIM-B17BUN, and MIM-B18BUN. Dual set temperature allows the user to specify a deadband where the unit will not heat or cool when room temperature is between the heating and cooling set temperatures. Dual set temperature can be used with heat pump or heat recovery systems.

6. The indoor unit shall feature an Emergency Temperature Output (ETO) function that will provide a signal when an indoor unit is in error status. When enabling ETO, a high room temperature threshold can also be programmed to provide a signal when the room temperature limit has been exceeded. The ETO signal can be used to activate backup systems, provide a simple signal to a building management system, or to provide a simple visual/audible notification locally (ex: LED, buzzer, etc.). An MIM-B14 External Contact Control interface module is required for each unit that will provide or receive an ETO signal.

3.4 FILTER BOX ACCESSORY FOR DUCT S, HIGH STATIC, AND OAP INDOOR UNITS

1. Optional return filter box (rear placement) shall be available for all AM***AN*DCH/AA indoor units as noted in the table below.

Capacity (Btu/h)	*Filter Box Model Number*
6,000 – 15,000	FB-DS1
18,000 – 30,000	FB-DS2
36,000 – 48,000	FB-DS3
54,000	FB-M48/H3648
76,000 – 96,000 HSP	FB-H7696
72,000 – 96,000 OAP	FB-OAP

2. The filter box shall accommodate a 1” or 2” wide filter.

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3.5 WINDFREE™ HIGH WALL INDOOR UNIT (AM0**TNVDCH/AA)

A. General:

The wall-mounted indoor unit section shall have a slim silhouette. The wall-mounted indoor unit shall be compatible with DVM S HR (Heat Recovery) outdoor units and MCU (Mode Control Unit, MCU-S*NE**N) or DVM S HP (Heat Pump) outdoor units. The wall-mounted indoor unit shall support individual control using SAMSUNG DVM S NASA Control Network Solution (Control systems

Indoor Unit:

1. The indoor unit shall feature WindFree™ operation. WindFree™ mode will close the air outlet louver and disperse air into the space through thousands of micro-holes on the front of chassis and the air outlet louver keeping the space cool without cold drafts. The WindFree™ unit delivers an air current that is under 0.15 m/s while in WindFree™ mode. Air velocity that is below 0.15 m/s is considered “still air” as defined by ASHRAE 55-2013 (American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

2. WindFree™ mode only operates in Cooling and Dry modes.

3. The indoor unit shall automatically enter WindFree™ mode, as the room temperature approaches set temperature, when 2-Step cooling function is set.

4. The indoor unit can be manually put into “WindFree™” mode with an optional wired controller, wireless controller, or central control.

5. The indoor unit shall be factory assembled, wired and run tested. Contained within the unit shall be all factory wiring, piping, control circuit board and fan motor.

B. Unit Cabinet:

1. The casing shall have a gloss white finish, HIPS chassis certified to UL94 V0.

2. Multi directional drain and refrigerant piping offering four (4) directions for refrigerant piping and four (4) directions for draining shall be standard.

3. Drain hose shall be on the right-hand side of the drain pan (when facing the front) as standard with optional left-hand side connection.

4. There shall be a separate galvanized steel mounting plate which secures the unit firmly to the w all.

5. The indoor unit shall have easy-access pipe and drain connections via access panel on front of unit for easier installation and service allowing maintenance without pulling the unit out from th

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e wall thus preventing property damage.

6. Two digit, 7-segment display on the front of the unit, shall provide unit operation, temperature, a nd error status.

C. Fan:

1. The indoor fan assembly shall be a cross-flow fan direct driven by a single motor.

2. The indoor fan shall be statically and dynamically balanced to run on a motor with permanently lubricated bearings.

3. Motorized air sweep louvers shall provide automatic change in airflow by directing the air up and down and left to right to provide uniform air distribution.

4. The indoor fan shall consist of three (3) speeds, High, Mid, and Low. Auto fan speed setting is available.

D. Filter:

1. Return air shall be filtered by means of an electro-static, pleated, easily removable, washable filter.

E. Coil:

1. The indoor coil shall be of nonferrous construction with slit fins on copper tubing.

2. The tubing shall have inner grooves for high efficiency heat exchange.

3. All tube joints shall be brazed with phos-copper or silver alloy.

4. The coils shall be pressure tested at the factory.

5. A condensate pan and drain shall be provided under the coil.

6. The coil fins are coated with hydrophilic paints.

7. Both refrigerant lines to the wall-mounted indoor unit shall be insulated.

F. Electrical:

1. The unit electrical power shall be 208/230 volts, 1-phase, 60 hertz.

2. The system shall be capable of satisfactory operation within voltage limits of 187-228 volts (208V/60Hz) or 207-253 volts (230V/60Hz).

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3. The control circuit between the indoor units, MCU (Mode Control Unit) and the heat pump/heat recovery outdoor unit shall be 0.5VDC - 7VDC completed using stranded, annealed copper conductor, two-core, 16 AWG, shielded cable to provide total integration of the system.

4. The indoor unit shall have a thermal fuse under the high-voltage terminal block to disable unit in the event of overheating due to electrical malfunction/poor connection.

G. Controls:

1. This unit shall use controls provided by the VRF manufacturer to perform functions necessary to operate the system. Please refer to the “Controls” section of this guide specification for details on controllers and other control options.

2. The indoor unit shall have An EEPROM on its PCB to store all unit data. All data on the indoor unit EEPROM shall be viewable from the manufacturer provided service software. The indoor unit EEPROM shall store the following unit data: unit model number, unit serial number, unit PCB firmware and MICOM version, and field programmed unit name/tag viewable on controls and service software.

3. The indoor unit shall have advanced external heater control programming capability for supplemental heat. External heat control shall be done with MIM-B14 external contact control module (refer to the “Controls” section of this guide specification). External heat control signal shall enable and disable a supplemental heat source based on selectable room temperature and set temperature differences. External heat control signal shall include a selectable time delay before the supplemental external heat source is activated.

4. The indoor unit shall have advanced unoccupied room control capability. Unoccupied room control can be used to reduce system demand when a room is not occupied by changing zone settings. Unoccupied room control shall be done with MIM-B14 external contact control module (refer to the “Controls” section of this guide specification). The unoccupied settings can be modified central control gateways provided by the VRF manufacturer or programmed with the manufacturer provided service software. Unoccupied room control shall provide four setting options to modify indoor unit operation when in “unoccupied mode”. Settings shall include indoor unit ON/OFF, fan speed, and set temperature adjustment.

5. The indoor unit shall feature a Dual Set point function that allows users to set separate heating and cooling set temperatures using MWR-WG00UN wired controller and central control options MIM-D01AUN, MIM-B17BUN, and MIM-B18BUN. Dual set temperature allows the user to specify a deadband where the unit will not heat or cool when room temperature is between the heating and cooling set temperatures. Dual set temperature can be used with heat pump or heat recovery systems.

6. The indoor unit shall feature an Emergency Temperature Output (ETO) function that will provide a signal when an indoor unit is in error status. When enabling ETO, a high room temperature

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threshold can also be programmed to provide a signal when the room temperature limit has been exceeded. The ETO signal can be used to activate backup systems, provide a simple signal to a building management system, or to provide a simple visual/audible notification locally (ex: LED, buzzer, etc.). An MIM-B14 External Contact Control interface module is required for each unit that will provide or receive an ETO signal.

PART 4. CONTROLS

4.1 CONTROLS OVERVIEW

A. General:

The DVM S Controls Network Solution shall be capable of supporting remote controllers, schedule timers, system controllers, centralized controllers, an integrated web based interface, graphical user workstation, and system integration to Building Management Systems via BACnet® and LonWorks®.

B. Electrical Characteristics:

1. General:

(a) Local DVM S Controls Solution devices shall operate at 12V DC. Controller power and co mmunications shall be via a common communications bus.

(b) Central DVM S Controls Solution devices shall communicate via a common central layer c ommunications bus.

C. Wiring:

1. Main system control wiring (COM1, F1/F2) shall be installed in a system daisy chain configurati on from the indoor equipment to MAIN outdoor unit. This cable shall be 16 AWG X 2, shielded cable.

2. Zone control wiring (COM2, F3/F4) to wired remote controllers (MWR-*****N) shall be run from t he indoor unit terminal block to the controller associated with that unit. This cable shall be 16 A WG X 2, shielded cable.

3. Control wiring for system controllers and centralized controllers (upper level) shall be installed in a daisy chain configuration from main condensing unit to main condensing unit (R1/R2), to sys tem controllers.

4. Communication wire connection (OF1/OF2) between main outdoor unit modules (systems with 2 or more modules) must be connected from the MAIN unit to SUB1 and SUB2 (where applica ble). This wire shall be 2-conductor, 16 AWG X 2, shielded cable.

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5. MST-P3P (S-NET 3 software) shall be capable of being networked with up to 16: MIM-D00AN (DMS2), MIM-D01AUN (DMS2.5), MIM-B17N (BACnet gateway 2.0), MIM-B17BUN (BACnet ga teway 2.5), MIM-B18 (LonWorks gateway2.0), and/or MIM-B18BUN (Lon Works gateway 2.5) s ystem controllers for web/LAN based control for consolidated control.

D. Wiring type:

1. COM1 and COM2 control wiring shall be 2-conductor, 16 AWG X 2, shielded cable.

2. Network wiring shall be CAT-5e with RJ-45 connection.

4.2 THERMOSTAT ADAPTER FOR 24VAC THERMOSTAT CONNECTION (MIM-A60UN)

A. Function:

1. Controls adapter that will allow control of Samsung HVAC systems sold in North America with a standard 24VAC thermostat

B. Connection:

1. One adapter per indoor unit connected to the F3-F4 communication line

2. 24VAC (requires field provided external 24VAC transformer).

3. One MIM-A60UN per 24VAC transformer

4. The thermostat adapter shall support provide functions to control status of SAMSUNG DVM S (AM****N****/AA), CAC (AC****N****/AA), FJM (AJ0**TN****/AA, JNH****T), RAC (AR**TSF*BWKNCV, RNS***BT)

C. Dimension:

1. The thermostat adapter shall be approximately (W X H X D): 5" X 5 1/8" X 1 1/2" in size.

4.3 EXTERNAL CONTACT CONTROL INTERFACE MODULE (MIM-B14)

A. Function:

1. Indoor unit control/monitoring

(a) Control option to enable/disable and monitor a single indoor unit.

(b) Direct indoor unit control by external dry contact, 0 volts OPEN/CLOSE signal.

(c) Emergency control with simple contact input.

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(d) Unoccupied room control with applicable indoor units.

(e) Supplemental, external heat control output with applicable indoor units.

(f) Indoor unit operation (thermal or operation)/error state output through relay contacts.

2. Outdoor unit control/monitoring

(a) System error monitoring (dry output).

(b) Manual nighttime quiet mode activation (for applicable systems).

B. Connection:

1. Installs inside or on the side of a single indoor unit.

2. Installs inside a MAIN outdoor unit.

3. Connection to indoor unit with included wire harnesses.

END OF SECTION 23 3000

SECTION 23 3113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

1. Seismic Hazard Level A: Seismic force to weight ratio, 0.48.

B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 SUBMITTALS

A. Product Data: For each type of the following products:

1. Ductwork materials
2. Sealants and gaskets.

B. Coordination Drawings: 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. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Penetrations of smoke barriers and fire-rated construction.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2019, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-Up."

D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2019, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-4, "Transverse (Girth) Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-5, "Longitudinal Seams - Rectangular Ducts," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 2, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Lindab Inc.
    b. McGill AirFlow LLC.
    c. SEMCO Incorporated.
    d. Sheet Metal Connectors, Inc.
    e. Spiral Manufacturing Co., Inc.
    f. Omni Duct Systems.

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 or G-90 at exterior.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.
3. Welded Connections.
4. Spiralmate connections.

C. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

D. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

E. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct."

F. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

G. Self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

2.4 SEISMIC-RESTRAINT DEVICES

A. Manufacturers: Subject to compliance with requirements, provide a product by one of the following:

1. Cooper B-Line, Inc.; a division of Cooper Industries.
2. Ductmate Industries, Inc.
3. Hilti Corp.
4. Mason Industries.
5. Unistrut Corporation; Tyco International, Ltd.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round and flat-oval ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

3.2 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Conditioned Space, Supply-Air Ducts in Pressure Classes2-Inch wg and Lower: Seal Class C.
3. Conditioned Space, Exhaust Ducts: Seal Class B.
4. Conditioned Space, Return-Air Ducts: Seal Class C.

3.3 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Hangers and Supports."

B Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

C. Hangers Exposed to View: Threaded rod and angle or channel supports.

D. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

E. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.4 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install cable restraints on ducts that are suspended with vibration isolators.

3.5 CONNECTIONS

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09 painting Sections.

3.7 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

B. Ducts:

1. Ducts Connected to Indoor Units:

a. Pressure Class: Positive 2-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 12.

C. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Elbows."

a. Velocity 1000 fpm or Lower:

1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
2) Mitered Type RE 4 without vanes.

2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-3, "Round Duct Elbows."

a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.

b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam or Welded.

D. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-6, "Branch Connections."

a. Rectangular Main to Rectangular Branch: 45-degree entry.
b. Rectangular Main to Round Branch: Spin in.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees."

a. Velocity 1000 fpm or less 45-degree lateral.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.

C. Duct system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 23 3113

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SECTION 23 3300 -AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Flange connectors.
4. Turning vanes.
5. Remote damper operators.
6. Flexible connectors.
7. Duct accessory hardware.

B. Related Sections:

1. Division 23 Section "Metal Ducts".

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

B. Comply with AMCA 500-D testing for damper rating.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 (Z180) and G90 (Z275).

2. Exposed-Surface Finish: Mill phosphatized.

C. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and exposed ducts.

D. Aluminum Sheets: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.

E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

F. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 BACKDRAFT AND PRESSURE RELIEF DAMPERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Air Balance Inc.; a division of Mestek, Inc.
2. Duro Dyne Inc.
3. Greenheck Fan Corporation.
4. Nailor Industries Inc.
5. Pottorff; a division of PCI Industries, Inc.
6. Ruskin Company.

B. Description: Gravity balanced.

C. Maximum Air Velocity: 2000 fpm (10 m/s).

D. Maximum System Pressure: 1-inch wg (0.25 kPa).

E. Frame: 0.052-inch- (1.3-mm-) thick, galvanized sheet steel.

F. Blades: Multiple single-piece blades, center-pivoted, maximum 6-inch (150-mm) width, 0.025-inch- (0.6-mm-) thick, roll-formed aluminum with sealed edges.

G. Blade Action: Parallel.

H. Blade Seals: Felt.

I. Blade Axles:

1. Material: Galvanized steel.
2. Diameter: 0.20 inch (5 mm).

J. Tie Bars and Brackets: Galvanized steel.

K. Return Spring: Adjustable tension.

L. Bearings: Steel ball or synthetic pivot bushings.

M. Accessories:

1. Adjustment device to permit setting for varying differential static pressure.
2. Counterweights and spring-assist kits for vertical airflow installations.
3. Electric actuators.
4. Chain pulls.
5. Screen Mounting: Front mounted in sleeve.

    a. Sleeve Thickness: 20-gage (1.0-mm) minimum.
    b. Sleeve Length: 6 inches (152 mm) minimum.

6. Screen Mounting: Rear mounted.
7. Screen Material: Galvanized steel.
8. Screen Type: Insect.
9. 90-degree stops.

2.3 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Air Balance Inc.; a division of Mestek, Inc.
    b. McGill AirFlow LLC.
    c. METALAIRE, Inc.
    d. Nailor Industries Inc.
    e. Pottorff; a division of PCI Industries, Inc.
    f. Ruskin Company.

2. Standard leakage rating.
3. Suitable for horizontal or vertical applications.
4. Frames:

    a. Hat-shaped, galvanized-steel channels, 0.064-inch (1.62-mm) minimum thickness.
    b. Mitered and welded corners.
    c. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

    a. Single blade for ducts up to 24". Multiple blades for ducts greater than 24".
    b. Opposed blade design for multiple blade dampers.
    c. Stiffen damper blades for stability.
    d. Galvanized-steel, 0.064 inch (1.62 mm) thick.

6. Blade Axles: Galvanized steel.

7. Bearings:

   a. Oil-impregnated bronze.
   b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.

9. Where damper is not accessible install remote damper operator adjustment assembly.

2.4 FLANGE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   1. Ductmate Industries, Inc.

B. Description: Add-on, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

C. Material: Galvanized steel for galvanized steel ducts.

D. Material: Stainless steel for stainless steel ducts.

E. Gauge and Shape: Match connecting ductwork.

2.5 TURNING VANES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   1. Ductmate Industries, Inc.
   2. Duro Dyne Inc.
   3. METALAIRE, Inc.
   4. SEMCO Incorporated.
   5. Ward Industries, Inc.; a division of Hart & Cooley, Inc.

B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 2-3, "Vanes and Vane Runners," and 2-4, "Vane Support in Elbows."

D. Vane Construction: Single wall.

E. Vane Construction: Single wall for ducts up to 48 inches (1200 mm) wide and double wall for larger dimensions.

2.6 REMOTE DAMPER OPERATORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Pottorff; a division of PCI Industries, Inc.
2. Young Regulator Company.

B. Description: Cable system designed for remote manual damper adjustment.

C. Tubing: Brass.

D. Cable: Stainless steel.

E. Wall-Box Mounting: Recessed, 2 inches (50 mm) deep.

F. Wall-Box Cover-Plate Material: Steel.

2.7 FLEXIBLE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ductmate Industries, Inc.
2. Duro Dyne Inc.
3. Ventfabrics, Inc.
4. Ward Industries, Inc.; a division of Hart & Cooley, Inc.

B. Materials: Flame-retardant or noncombustible fabrics.

C. Coatings and Adhesives: Comply with UL 181, Class 1.

D. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches (89 mm) wide attached to 2 strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized sheet steel or 0.032-inch- (0.8-mm-) thick aluminum sheets. Provide metal compatible with connected ducts.

E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp and 360 lbf/inch (63 N/mm) in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).

F. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.

1. Minimum Weight: 24 oz./sq. yd. (810 g/sq. m).

2. Tensile Strength: 530 lbf/inch (93 N/mm) in the warp and 440 lbf/inch (77 N/mm) in the filling.
3. Service Temperature: Minus 50 to plus 250 deg F (Minus 45 to plus 121 deg C).

G. Thrust Limits: Combination coil spring and elastomeric insert with spring and insert in compression, and with a load stop. Include rod and angle-iron brackets for attaching to fan discharge and duct.

1. Frame: Steel, fabricated for connection to threaded rods and to allow for a maximum of 30 degrees of angular rod misalignment without binding or reducing isolation efficiency.
2. Outdoor Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
6. Elastomeric Element: Molded, oil-resistant rubber or neoprene.
7. Coil Spring: Factory set and field adjustable for a maximum of 1/4-inch (6-mm) movement at start and stop.

2.8 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and stainless-steel accessories in stainless-steel ducts.

C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.
2. Install aluminum volume dampers in aluminum ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated.

G. Install fire and smoke dampers according to UL listing.

H. Connect ducts to duct silencers rigidly.

I. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:

1. On both sides of duct coils.
2. Upstream from duct filters.
3. At outdoor-air intakes and mixed-air plenums.
4. At drain pans and seals.
5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
7. At each change in direction and at maximum 50-foot (15-m) spacing.
8. Upstream from turning vanes.
9. Upstream or downstream from duct silencers.
10. Control devices requiring inspection.
11. Elsewhere as indicated.

J. Install access doors with swing against duct static pressure.

K. Access Door Sizes:

1. One-Hand or Inspection Access: 8 by 5 inches (200 by 125 mm).
2. Two-Hand Access: 12 by 6 inches (300 by 150 mm).
3. Head and Hand Access: 18 by 10 inches (460 by 250 mm).
4. Head and Shoulders Access: 21 by 14 inches (530 by 355 mm).
5. Body Access: 25 by 14 inches (635 by 355 mm).
6. Body plus Ladder Access: 25 by 17 inches (635 by 430 mm).

L. Label access doors according to Division 22 Section "Identification for Plumbing Piping and Equipment" to indicate the purpose of access door.

M. Install flexible connectors to connect ducts to equipment.

N. For fans developing static pressures of 5-inch wg (1250 Pa) and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION – 23 3300

SECTION 23 3713 - DIFFUSERS, REGISTERS, GRILLES, AND LOUVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Rectangular and square wall registers.
2. Round Ceiling Diffusers.
3. Louvers.

B. Related Sections:

1. Division 23 Section "Air Duct Accessories" for volume-control dampers not integral to diffusers, registers, and grilles.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated, include the following:

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

B. Samples for Initial Selection: For diffusers, registers, and grilles with factory-applied color finishes.

C. Samples for Verification: For louvers to verify color selected.

D. Source quality-control reports.

PART 2 - PRODUCTS – SEE SCHEDULE ON PLANS

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting the performance of equipment.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate the general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of the panel. Where architectural features or other items conflict with installation, notify Architect for a determination of the final location.

C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 23 3713

SECTION 23 51 00 - BREECHINGS, CHIMNEYS, AND STACKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Vent/Combustion Air Terminal

1.3 SUBMITTALS

A. Product Data: For the following:

1. Type B Gas Vent System.
2. Vent/Combustion Air Terminal.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain listed system components through one source from a single manufacturer.

1.5 COORDINATION

A. Coordinate installation of roof penetrations. Verify existing location and size of roof penetration.

PART 2 - PRODUCTS

2.1 TYPE B GAS VENT

A. Manufacturers: Subject to compliance with requirements, provide a product by one of the following:
   1. Amerivent.
   2. Or equal.

B. Vent – Type B (Double-wall)

2.2 Vent/Combustion Air Terminal

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Reznor Vent/Combustion Air Kit CC2

B. Accessories: The combustion air and vent kit includes a concentric adapter box, vertical vent kit, exhaust terminal, and combustion air. See installation manual for more information.

C. Requirements: Sheet metal screws, tape, sealants, taper type pipe diameter reducers and/or increasers as required, flashing, combustion air inlet single wall galvanized pipe and double wall Type B vent pipe. Between furnace section and concentric adapter vent pipe can be either Category III or single wall, 26 ga or heavier galvanized pipe. See manual for more information.

2.3 EXAMINATION

A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work.

   1. Proceed with installation only after unsatisfactory conditions have been corrected.

2.4 APPLICATION

A. Listed Type B Vents: Vents for use between the heat vent concentric adapter box and the vent cap.

2.5 INSTALLATION OF LISTED VENTS AND CHIMNEYS

A. Locate to comply with minimum clearances from combustibles and minimum termination heights according to product listing or NFPA 96, whichever is most stringent.

B. Seal between sections of positive-pressure vents according to manufacturer's written installation instructions, using sealants recommended by manufacturer.

C. Support vents at intervals recommended by manufacturer to support weight of vents and all accessories, without exceeding appliance loading.

D. Slope breechings down in direction of appliance, with condensate drain connection at lowest point piped to nearest drain.

2.6 Cleanliness

A. Provide temporary closures at ends of breechings, chimneys, and stacks that are not completed or connected to equipment.

END OF SECTION 23 5100

SECTION 23 5400 - FURNACES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnaces.

B. Controls.

1.2 RELATED SECTIONS

A. Section 23 0700 - Ductwork Insulation: Duct Liner.

1.3 REFERENCES

A. ANSI/ASHRAE 15 - Safety Code for Mechanical Refrigeration.

B. ANSI/ASHRAE - 90A - Energy Conservation in New Building Design.

C. ANSI/ASHRAE - 103 - Heating Seasonal Efficiency of Central Furnaces and Boilers, Methods of Testing.

D. ANSI/NEMA MG 1 - Motors and Generators.

E. ANSI/NFPA 90B - Installation of Warm Air Heating and Air Conditioning Systems.

F. ANSI/UL 207 - Refrigerant - Containing Components and Accessories, Non-Electrical.

G. ANSI/UL 303 - Refrigeration and Air-Conditioning Condensing, and Air-Source Heat Pump Equipment.

H. ANSI/Z223.1 (NFPA 54) - National Fuel Gas Code.

I. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.

J. ARI 270 - Sound Rating of Outdoor Unitary Equipment.

K. ARI 520 - Positive Displacement Refrigerant Compressors, Compressor Units and Condensing Units.

L. ASHRAE 52 - Method of Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter.

M. FS F-F 310A - Filter, Air Conditioning: Viscous Impingement and Dry Types, Replaceable.

N. MIL-F-17104E - Furnaces, Warm Air and Heaters, Unit, Forced Air Circulation, Oil- and Gas-Fired.

O. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.

1.4 SUBMITTALS

A. Submit shop drawings under provisions of the general requirements.

B. Submit shop drawings indicating assembly, required clearances, and location and size of field connections.

C. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.

D. Design data: Indicate refrigerant pipe sizing.

E. Manufacturer's Installation Instructions: Indicate rigging, assembly, and installation instructions.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit operation data under provisions of the general requirements.

B. Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI/ASHRAE 15.

B. Maintain one copy of each document on site.

1.7 WARRANTY

A. Provide three year warranty under provisions of the general requirements.

B. Warranty: Include coverage for furnace.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. REZNOR

2.2 MANUFACTURED: UNITS

A. Configuration: Upflow and downflow types with gas burners.

B. Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heat exchanger, burner or heater, controls, air filter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that floors are ready for installation of units and openings are as indicated on shop drawings.

B. Verify that proper power supply is available for furnace.

C. Verify that proper fuel supply is available for connection.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install to NFPA 90A and ANSI/NFPA 90B.

C. Install gas fired furnaces to NFPA 54.

D. Provide vent connections to ANSI/NFPA 211.

E. Clean return plenum prior to delivery to owner.

F. Seal all furnace connection to ductwork, coils and plenums.

G. Provide condensate drain to floor sink with neutralization cartridge.

3.3 SCHEDULE

A. See Equipment Schedule on plans.

END OF SECTION 23 5400

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SECTION 23 3416 - CENTRIFUGAL HVAC FANS AND EXHAUST SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Exhaust Fans.

1.2 RELATED WORK

A. Section 23 3113 - Metal Ducts.

B. Section 23 3300 - Ductwork Accessories: Backdraft dampers.

1.3 REFERENCES

A. AFBMA 9 - Load Ratings and Fatigue Life for Ball Bearings.

B. AFBMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

C. AMCA 99 - Standards Handbook.

D. AMCA 210 - Laboratory Methods of Testing Fans for Rating Purposes

E. AMCA 300 - Test Code for Sound Rating Air Moving Devices.

F. AMCA 301 - Method of Calculating Fan Sound Ratings from Laboratory Test Data.

G. NEMA MG1 - Motors and Generators.

H. NFPA 70 - National Electrical Code.

I. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

1.4 SUBMITTALS

A. Submit under provisions of Division 01.

B. Product Data: Provide data on centrifugal fans and accessories including fan curves with specified operating point clearly plotted, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 01.

B. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Division 1.

B. Protect motors, shafts, and bearings from weather and construction dust.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not operate fans for any purpose until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. See equipment schedule on plans.

2.2 GENERAL

A. Performance Ratings: Conform to AMCA 210 and bear the AMCA Certified Rating Seal.

B. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.

C. Fabrication: Conform to AMCA 99.

D. Performance Base: Sea level conditions.

E. Temperature Limit: Maximum 600 degrees F (315 degrees C).

F. Static and Dynamic Balance: Eliminate vibration or noise transmission to occupied areas.

2.3 FANS

A. Manufacturer. Subject to the requirements of the specifications, provide one of the following:

1. Panasonic

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with Manufacturer's instructions.

B. Install flexible connections specified in Section 23 3300 between fan inlet and discharge ductwork. Ensure metal bands of connectors are parallel with minimum one inch (25 mm) flex between ductwork and fan while running.

C. Provide backdraft dampers at inlet of environmental exhaust fans and as indicated.

3.2 SCHEDULE

A. See EQUIPMENT SCHEDULE on plans.

END OF SECTION 23 3416

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SECTION 260000 - GENERAL ELECTRICAL PROVISIONS

1.00 - GENERAL

A. The general contract provisions of the contract, including General and Supplementary conditions and Division 01 specification section apply to this section and take precedent over this section in case of conflict.

1.01 GENERAL PROVISIONS

A. This division supplements the applicable requirements of other divisions.

1.02 DEFINITIONS

A. For the purposes of Division 260000, the following definitions apply:

1. Provide: Furnish and install.

2. Indicated: As shown on the drawings or specified herein.

3. Circuit Designation: Panel designation and circuit number, i.e., CHA-13.

1.03 SCOPE OF WORK

A. The Specifications for Work of Division 260000 include, but are not limited to the following sections:

260000 - General Electrical Provisions
260030 - Tests and Identification
260050 - Basic Electrical Materials and Methods
260051 - Common Work Results for Electrical
260060 - Minor Electrical Demolition for Remodeling
260073 - Hangers and Supports for Electrical Systems
260111 - Conduits
260118 - Duct Bank
260120 - Conductors
260130 - Electrical Boxes
260142 - Nameplates and Warning Signs
260170 - Disconnects
260190 - Support Devices
262416 - Panelboards

B. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this division, complete, as shown on the

drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1. Examine all divisions for related work required to be included as work under this division.

2. General provisions for electrical work.

3. Coordinate with serving utility companies for utility services. Applications for service including service charges are part of this Contract.

4. Branch circuit panelboards and feeders.

5. Feeders, disconnects, and connection to equipment.

6. Branch circuit wiring, connections and devices for all equipment, outlets, and lighting systems.

7. Wiring and control equipment for mechanical systems.

8. Electrical outlets and connections to all motors and equipment.

9. Conduit and cabling system for HVAC equipment controls.

10. HVAC equipment lighting, power, special equipment, and connections as shown and required for a complete system.

11. Removal of existing electrical systems and equipment which will be affected by the work of this Contract and reinstallation of same as shown or as is required.

12. Work in existing facility and shut down of existing services shall be performed only at times approved.

13. All cutting and patching required for the electrical system installation.

14. Temporary power during construction.

C. Related Work Specified Elsewhere:

1. Motors and their installation.

2. Control wiring and conduit for heating, ventilating and air conditioning.

D. Work Not In Contract (N.I.C.):

1. Telephone instruments.

E. Coordination

1. The following supplements are additional General Requirements pertaining to work of this Division. Provisions of Division 01 - General Requirements shall remain in effect.
   a) Coordinate work of various sections of Division 26.
   b) Coordinate work of this Division 26 with work of Divisions 02 through 25.

1.04 REFERENCE STANDARDS

A. American National Standards Institute (ANSI).

B. Association of Edison Illuminating Companies (AEIC).

C. Electrical Testing Laboratories (ETL).

D. Illuminating Engineering Society (IES).

E. Institute of Electrical and Electronic Engineers (IEEE).

F. Insulated Cable Engineers Association (ICEA).

G. National Electrical Manufacturers Association (NEMA).

H. National Fire Protection Association (NFPA).

I. Underwriters Laboratories, Inc. (UL).

J. California State Fire Marshal (CSFM).

1.05 QUALITY ASSURANCE

A. Regulations: All the electrical equipment and materials, including their installations, shall conform to the following applicable latest codes and standards:

1. National Electric Code, Latest Adopted Edition (NEC), 2023 unless a more current version has been adopted.

2. California Electric Code, Latest Adopted Edition (CEC), 2023

3. Local and State Fire Marshal.

4. Occupational Safety and Health Act (OSHA).

5. Requirements of the Serving Utility Company.

6. Local Codes and Ordinances.

7. Requirements of the Office of the California State Architect (OSA).

8. California Administrative Code, Title 8, Chapter 4, Industrial Safety Orders.

9. California Administrative Code, Title 24.

10. County of Ventura Codes and Regulations.

B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply. In instances where plans and specifications are at variance or conflict the most restrictive requirement shall apply. Contractor shall be responsible for all his associated work and materials and also the work and materials of related or affected trades.

C. Contractor's Expense: Obtain and pay for all required bonds, insurance, licenses, and pay for all taxes, fees and utility charges required for the electrical work.

D. Testing and Adjustment:

1. Perform all necessary tests required to ascertain that the electrical system has been properly installed, that the power supply to each item of equipment is correct, and that the system is free of grounds, ground faults, and open circuits, that all motors are rotating in the proper directions, and such other tests and adjustments as may be required for the proper completion and operation of the electrical system.

2. If, during the course of testing, it is found that system imbalance is in excess of 20%, rearrange single-pole branch circuit in lighting and receptacle panels to bring system balance to within 20% on all phases. Record all such changes on the panelboard schedule and submit a summary of changes to the Engineer on the record drawings.

1.06 SUBMITTALS

A. Procedure:

B. Show drawings: Detailed shop drawings for the following equipment:
(1) Branch circuit panelboards.
(2) Circuit breakers.
(3) Motor control.
(4) Contactors and cabinet.

C. Product data: Detailed manufacturer’s data for:
(1) Cable.
(2) Cabinets.
(3) Pull boxes.

(4) Disconnects.
(5) Wire connectors.

D. Test results for the following:
(1) Circuit breakers.
(2) Grounding systems.
(3) Cables.

E. Include sufficient information to indicate complete compliance with Contract Documents. Include illustrations, catalog cuts, installation instructions, drawings, and certifications. On each sheet show manufacturer's name or trademark.

F. Instruction materials:

(1) Provide at the time of personnel instruction period three bound copies of instruction manuals for the systems used on this project.
(2) Include the following (minimum) information in each copy of instruction manual:
(a) Manufacturers' names and addresses.
(b) Serial numbers of items furnished.
(c) Catalog cuts, exploded views and brochures, complete with technical and performance data for all equipment, marked to indicate actual items furnished and intended use.

1.07 OWNER'S PERSONNEL INSTRUCTIONS

A. Prior to completion of the contract, and at the Owner's convenience, instruct verbally and demonstrate to the Owner's personnel, the operation of the systems as listed under operating, maintenance, and instructional data and/or emergency generator, automatic transfer switch and fire alarm annunciator panel.

1.08 CLEANING

A. Clean exterior surfaces of equipment and remove all dirt, cement, plaster and other debris. Protect interior of equipment from dirt during construction and clean thoroughly before energizing.

B. Clean out cracks, corners and surfaces on equipment to be painted. Remove grease and oil spots so that paint may be applied without further preparation.

1.09 PROJECT RECORD DOCUMENTS - Prepare the following and submit to the engineer before final acceptance:

A. Mark Project Record Documents daily to indicate all changes made in the field.

1. In addition to general requirements of Project Record Drawings, indicate on drawings, changes of equipment locations and ratings, trip sizes, and settings on circuit breakers, alterations in raceway runs and sizes, changes in wire sizes,

circuit designations, installation details, one-line diagrams, control diagrams and schedules.

B. Use green to indicate deletions and red to indicate additions.

1. Use the same symbols and follow the same drafting procedures used on the Contract Drawings.

C. Locate underground conduit stubbed-out for future use, underground feeder conduits, and feeder pull box locations using building lines by indicating on the Project Record Drawings.

D. At the completion of underground conduit installation provide underground conduit record documents to owner's representative.

E. Two copies, in binder form, of all test results as required by these specifications - 260030.

F. Two copies of local and/or state code enforcing authorities final inspection certificates.

G. Two copies, in binder form, of electrical equipment cut sheets, manufacturer's installation instructions, warranty certificates, and product literature for all products utilized on project.

1.10 SERVICE INTERRUPTIONS AND UTILITY

A. Coordinate with the Owner the interruption of services necessary to accomplish the work.

B. Coordinate with the utility company all work associated with power and communications distribution systems and service entrance equipment.

C. Electrical contractor shall supply temporary power for all trades.

1.11 MINIMUM SPECIFICATION REQUIREMENTS (ALL WORK OF DIVISION 260000)

A. As a minimum Specification requirement, all materials and methods shall comply with applicable governing codes.

1.12 PENETRATION SEALING

A. Seal penetration through exterior walls and fire rated walls, floors, ceilings, and roofs with 3M Firestopping materials of fire rating capacity per architectural plans and Building Code requirements.

1.13 PLACING EQUIPMENT IN SERVICE

A. Do not energize or place electrical equipment in service until all interested parties have been duly notified and are present or have waived their rights to be present. Where equipment to be placed in service involves service or connection from another contractor

of the Owner, notify the Owner in writing when the equipment will be ready. Notify the Owner two weeks in advance of the date the various items of equipment will be complete.

1.14 OWNER-FURNISHED ITEMS

A. Pick up Owner-furnished items and handle, deliver, install, and make all final connections.

1. Assume responsibility for the items when consigned at the storage facility in accord with requirements of the Contract Documents.

1.15 ELECTRIC ITEM LOCATION

A. Electrical drawings are generally diagrammatic. Verify equipment sizes with shop drawings and manufacturers' data and coordinate location layout with other trades. Notify Owner of any changes of location requirements prior to installation.

1.16 DEMOLITION

A. Scope: Provide and perform demolition, preparatory and miscellaneous work as indicated and specified, complete.

B. Principle Items of Work:

1. Demolition and removal of existing electrical conduit, wiring and equipment required to complete the project.

2. Preparation of the existing building to receive or connect the new work.

3. Miscellaneous demolition, cutting, alteration, and repair work in the existing building necessary for the completion of the entire project.

4. Disconnecting and reconnection of electrical equipment as required by the construction modifications.

C. Existing Conditions: Make a detailed survey of the existing conditions pertaining to the work. Check the locations of all existing structures, equipment and wiring (branch circuiting and controls).

D. Salvage and Disposal: All removed material other than items to be reused shall be returned to the Owner or disposed of in accordance with instructions from the Owner's representative. Disposal shall be done in accordance with EPA and governing body requirements and regulations. Contractor shall pay all fees and charges for disposal.

1.17 ELECTRICAL WORKMANSHIP REQUIREMENTS

A. It is required that all electrical construction of this Contract be performed by State of California licensed journeyman electricians.

1. Before each journeyman electrician commences work, deliver to Owner at project site a photocopy of journeyman's valid State of California license.

B. All electrical systems shall be installed in a neat and workmanlike manner per National Electrical Code requirements and ANSI approved NEIS National Electrical Installation Standards.

1.18 DESIGN CHANGES AFTER AWARD OF BID

A. When a change in the quantity or size of conductors is made, the conduit size will remain in accordance with that indicated in the original contract drawings rather than the drawing symbol conduit table. When code permits, provide conductor insulation 'THWN' where required to maintain conduit fill conformance with the NEC.

1.19 CREDITS AND EXTRAS (in case of conflict the provisions of section 01000 shall govern)

A. Material prices shall be in accordance with the 2023 edition of Means Electrical Cost Data, or submitted manufacturer's or supplier's quotes, plus tax and 1% cartage.

B. Labor rates shall be based on local union scale and shall include only benefits required by the union.

C. The maximum charged for the Foreman or General Foreman shall be the minimum required by the local union.

D. The maximum amount of labor charged to accomplish the required work shall be based on 2023 edition of Means Electrical Cost Data.

E. The amount of added direct labor cost shall not exceed 30% of the actual labor cost and shall include insurance, taxes, small tools, payroll expenses, office supervision, management development, training, and etc.

F. Rental cost or rates shall be based on the American Equipment Dealers rated manual, less Contractor's discount. Copies of the Equipment Rental Invoices shall be submitted to the Architect.

G. The Contractor and the Architect shall negotiate any cost item where it can be shown that the job conditions are beyond the scope of the above listed manuals. In this case, the burden of proof shall be the responsibility of the Contractor. He shall provide invoices, detailed breakdowns, confirmation by the resident inspector of existing conditions and etc., as may be required to justify his claim.

H. The fee for the prime electrical sub-contractor shall be in accordance with the general and supplemental conditions of the specification, but shall not exceed 5% overhead and 5% profit. No additional overhead and profit shall be allowed for sub-contractors to the prime sub-contractor.

I. The Contractor shall submit detailed material and labor cost breakdown on all cost changes to the contract in the form directed by the Architect.

J. For credit changes to the contract, the fee shall not be included, except where additions and deductions are made by a single change order. The cost shall be based on the net change in material and labor prior to determining the fee.

1.20 MATERIAL AND EQUIPMENT SUBSTITUTION

A. Where two or more trade names or manufacturers are mentioned, selection shall be made from the group listed for use in the base bid. The order in which names are listed is not intended to be any indication of preference.

B. Where a single manufacturer, product or trade name is stated, that manufacturer, product or trade name shall be used in the base bid. The use of other manufacturers, products or trade names will be considered (unless that product is indicated for no substitution) only if submitted as alternate items at the time of bidding, with evidence of equality and a statement of net price difference as compared to the specified item. The Architect and Owner reserve the right to review such submittals and to determine the acceptability for use.

C. Equipment other than that specified will be accepted only when written approval is given by the Architect, in accordance with Division 01.

D. The Contractor shall be held responsible for all physical changes in piping, equipment, etc. resulting from equipment substitution and likewise bear any increased cost of other trades in making said substitution. Approval by the Architect of equipment other than that specified does not relieve this Contractor of this responsibility.

1.21 REQUESTS FOR INFORMATION

A. The contractor shall submit all requests for information (RFI's) on the attached form.

END OF SECTION 260000

25 NOVEMBER 2024
A#03-124526

REQUEST FOR INFORMATION

To: _____ RFI # _____

Attention _____ Date Sent _____

Project: _____ Project # _____

Sheet Number:_____ Bulletin or Delta Number:_____

Spec. Section _____ _____ _____ Sheet Details: _____ _____ _____

_____ _____ _____ _____ _____ _____

REQUEST FOR INFORMATION:

_____
_____
_____
_____

CONTRACTOR'S RECOMMENDATION:

_____
_____
_____
_____

Requested by: _____

The above information is requested on or before: _____

Cost Impact:___ Yes ___ No ___ Possible Time Impact: ___ Yes ___ No ___ Possible

Response: _____
_____
_____
_____
_____
_____

Response by:

Name: _____ Signature: _____

Date:_____

SECTION 260030 - TESTS AND IDENTIFICATION

1.00 - GENERAL

1.01 SECTION INCLUDES

A. Tests and identification.

1.02 SUBMITTALS

A. In accord with Section 260000.

B. All test values.

1.03 DEFINITION

A. Circuit designation: This term is construed to mean panel designation and circuit number; i.e., CHA-13.

1.04 TESTS AND ADJUSTMENTS

A. Prior to energizing, test all systems. Test to ensure systems are:

1. Free from short circuits and grounds.

2. Free from mechanical and electrical defects.

B. Circuit breakers.

1. Visual and mechanical inspection:
   a. Compare nameplate data with Drawings and Specifications.
   b. Inspect circuit breaker for correct mounting.
   c. Operate circuit breakers to ensure smooth operation.
   d. Inspect case for cracks or other defects.
   e. Verify tightness of accessible bolted connections and/or cable connections by calibrated torque-wrench method in accord with manufacturer's published data.
   f. Inspect mechanism contacts and arc chutes in unsealed units.

C. Adjust all installation and equipment for their intended use and rating as defined in manufacturer's specifications and test procedures.

D. Adjust transformer taps under full load operating conditions, to provide nominal operating voltages at the loads.

E. Ground systems:

1. Visual and mechanical inspection: Verify ground system is in compliance with Drawings and Specifications.

2. Test cable mechanical connections to manufacturer's recommended values using a calibrated torque wrench. In the absence of manufacturer's data use Table 10.1.

F. Cables:

1. Make insulation resistance tests on all power cables, using a self-contained instrument such as the direct-indicating ohmmeter of the generator type, or "megger" such as manufactured by J.G. Biddle Company, or Owner-approved equivalent. Insulation resistance values shall be at least 75% of shop test records.
   a. Apply the following test voltages for 1 minute, except where specified otherwise herein, in accord with procedure recommended by manufacturer of test equipment and as specified herein.

Rated Circuit Voltage	Megger Voltage (DC)	Minimum Megger Reading
600 volts	500 volts	600 kilohms
1000 volts	500 volts	1 megohm
15,000 volts	1000 volts	15 megohms

2. Record all test values and provide certified copies to Owner.

3. Replace cables not meeting specified resistance values.

G. Miscellaneous tests:

1. Wiring: check all control circuits for continuity and conformance with wiring diagrams furnished by Owner and manufacturers.

2. Polarity tests: Make continuity and polarity tests on all current and potential transformers to determine whether polarity is as indicated on drawings, and the circuit is continuous.

3. Phasing tests: Identify phases of all switchgear and power cables by stenciling switchgear and tagging cables with approved tags, so that phases can be identified for connecting to proper phase sequence.

1.05 LABELING AND IDENTIFICATION

A. Provide engraved plastic nameplates on all electrical distribution equipment shown on single-line diagram, and on control panels, dimmer panels, terminal cabinets, and separately mounted circuit breakers, disconnects, and starters.

B. Provide equipment and circuit designation on nameplates with minimum letter and plate sizes as indicated.

C. Provide engraved plastic nameplates with ¼" minimum height letters indicating:

1. Circuit designation at branch overcurrent devices in distribution panelboards, switchboards, and motor control centers.

2. Circuit designation of panel, equipment-controlled or device-controlled on disconnect switches and on circuit breakers, starters, and controls which are individually enclosed.

3. Voltage rating and circuit designation of all outlets larger than 120V, 20A rating and more than 2 poles.

4. Designation of control and terminal cabinets including CUTC, as indicated.

5. Designation of each contactor and relay in control cabinets.

6. Designate area controlled for each dimmer in dimmer cabinet or rack.

7. Circuit designation at all ground fault detectors and ground fault test receptacles.

8. Equipment designation on front of switchboards, distribution panelboards, branch circuit panelboards, and load centers.

D. Secure nameplates with at least two rivets. Cementing and adhesive installation is not acceptable.

E. Provide two copies of a typewritten directory for each branch circuit panelboard, showing each circuit and its use. Attach one copy to panelboard door and deliver the other copy to Owner.

F. Provide caution label on branch circuit panelboards with integral control compartments. Caution label shall be red with white letters reading "CAUTION, EXTERNAL CONTROL VOLTAGE CIRCUIT WITHIN THIS PANEL."

G. Conductor identification:

1. Feeders: Identify with the corresponding circuit designation at over-current device and load ends, at all splices, and in pull boxes.

2. Branch circuits: Identify with corresponding circuit designation at overcurrent device and at all splices.

3. Control wires: Identify with indicated number and or letter designation at all terminal points and connections, including manufacturer pre-wired control sections and cabinets.

4. Alarm and detection wires: Identify with indicated wire and mnemonics numbers at all connections, terminal points, and coiled conductors within cabinets for future termination by Owner.

5. Voice/data communication cabling: Identify with indicated wire and mnemonics numbers at all connections, terminal points, and coiled conductors within cabinets for future termination by Owner.

6. For identification of conductors, use heat shrinkable white marking sleeves such as Brady Permasleeve with type written identification.

END OF SECTION 260030

SECTION 260050 - BASIC ELECTRICAL MATERIALS AND METHODS

1.00 - GENERAL

1.01 DESCRIPTION: This Section contains general requirements for the Sections in Division 26.

A. Related Work Not in Division 26: Refer to individual Division 26 Sections.

1.02 QUALITY ASSURANCE:

A. Codes: Entire installation shall comply with requirements of authorities having jurisdiction.

B. Permits: Contractor shall pay for all permits required by work under this Division.

C. Inspections: Contractor shall arrange for all inspections and correct non-complying installations.

1.03 SUBMITTALS: Refer to Division 01 for procedures.

A. Material and Equipment: Prior to start of work, 6 copies of a list of all materials and equipment covered by Division 26 shall be submitted for approval. Contractor shall allow ample time for checking and processing and shall assume responsibility for delays incurred due to rejected items. No installation of material concerned shall be made until such written approval has been obtained. Approval of materials and equipment shall in no way obviate compliance with the Contract Documents. Each item proposed shall be referenced to the applicable Section, Page, and Paragraph of Division 26. For each item proposed, give name of manufacturer, trade name, catalog data, and performance data.

B. Routing of Conduit and Piping: The drawings indicate required size and termination of conduits and raceways. It is not the intent to indicate all necessary supports, bends, boxes, or offsets and it shall be the responsibility under this Division to install conduit in such a manner as to conform to structure, avoid obstructions, comply with the 2023 CEC, preserve headroom, keep openings and passageways clear, and make all equipment requiring inspection, maintenance and repair accessible without extra cost to the Owner.

C. Service Manuals: Indexed Service Manuals shall be submitted which shall include test reports, service instructions, and renewal parts lists of all equipment.

1. Submission and Information: Service Manuals shall be submitted for approval at least 30 days before final inspection. The following information together with any pertinent data, shall be included in Service Manual:
   a. Renewal part numbers of all replaceable items.
   b. Manufacturer's cuts and rating data.
   c. Serial numbers of all principal pieces of equipment.
   d. Supplier's name, address, and phone number.
   e. Final settings for all breakers, relays, and control devices.

2. Copies: Four (4) copies of approved Service Manual shall be delivered on or before date required.

D. Record Drawings: Prepare and submit in accordance with requirements of Section 705. Contractor shall make notations, neat and legible, daily as the work proceeds. Drawings shall be available for inspection at all times and kept at the job site. All buried conduit and/or indicated future connections outside any building shall be located both by depth and by accurate measurement from a permanently established landmark such as a building or structure.

E. Seismic Calculation: Refer to Article 3.01 herein.

F. Spare Parts: Deliver following spare parts to Owner and obtain receipts. Submit at same time as Operating Instructions:

1. Spare fuses; 1 set for each combination fuse breaker.

2. Spare pilot light lamps of each type used on project, in quantity of 10%, but not less than 2%.

3. Overload heater elements; 2 sets for each size used on project.

G. Special Tools: If any part of the equipment furnished under Division 26 requires a special tool for assembly, adjustment, resetting, or maintenance thereof and such tool is not readily available on the commercial tool market, it shall be furnished with the equipment as a standard accessory and delivered to the Owner.

H. Maintenance Paint: One (1) can of touch-up paint shall be delivered to Owner for each different color factory finish which is to be the final finished surfaces of the product.

1.04 DRAWINGS:

A. Diagrammatic Drawings: For purposes of clarity and legibility, drawings are diagrammatic although size and location of equipment may be drawn to scale.

B. Routing of Conduit and Piping: The drawings indicate required size and termination of conduits and raceways. It is not the intent to indicate all necessary supports, bends, boxes, or offsets and it shall be the responsibility under this Division to install conduit in such a manner as to conform to structure, avoid obstructions, comply with the 2023 CEC, preserve headroom, keep openings and passageways clear, and make all equipment requiring inspection, maintenance and repair accessible without extra cost to the Owner.

C. Coordination with Other Trades: Check with other Divisions of the Specifications so that no interference shall occur and in order that elevations may be established for the work. Installed work which interferes with the work of other trades shall be removed and rerouted at the discretion of the Architect.

1.05 DAMAGE AND REPAIRS:

A. Emergency Repairs: Owner reserves the right to make temporary repairs as necessary to keep equipment in operating condition without voiding Contractor's warranty or relieving Contractor of his responsibility during warranty period.

B. Responsibility for Damage: Contractor shall be responsible for damage to grounds, buildings, or equipment due to work furnished or installed under this Division 26.

1.06 PROTECTION, CARE, AND CLEANING:

A. Protection: Provide adequate protection for finished parts of materials and equipment against physical damage from any cause during progress of work and until final completion. Sensitive electrical equipment shall not be installed until major construction is completed.

B. Care: During entire construction, properly cap all lines and equipment to prevent entrance of sand and dirt. Protect equipment against moisture, plaster, cement, paint or work of other trades by covering with polyethylene sheets.

C. Cleaning: After installation is completed, clean all systems as follows:

1. Field Painted Items: Clean exterior of conduits, raceways, piping and equipment exposed in completed structure; removing all rust, plaster, cement and dirt by wire brushing. Remove grease oil and similar materials by wiping with clean rags and suitable solvents.

2. Factory Finished Items: Remove grease and oil on all factory finished items such as cabinets and controllers, and leave surfaces clean and polished.

D. Connection: Prior to energizing, check all electrical connection hardware and torque where necessary.

2.00 - PRODUCTS

2.01 PRODUCTS: Products and materials shall be as specified in the pertinent Sections of Division 26.

2.02 MATERIALS AND EQUIPMENT: Wherever possible, all materials and equipment used in installation of this work shall be of same manufacturer throughout for each class of material or equipment. Materials shall be new and bear UL label, wherever subject to such approval. Comply with ANSI, IEEE and NEMA standards, where applicable.

3.00 - EXECUTION

3.01 GENERAL LATERAL BRACING REQUIREMENTS: Bracing requirements shall conform to specific requirements of the latest edition of SMACNA. Anchorages for equipment subject to thermal expansion and movement shall conform to manufacturer's recommendation and intent of general

bracing requirements. When general and specific bracing requirements enumerated above are in conflict with referenced standards, the most stringent requirements shall govern.

3.02 CUTTING AND PATCHING:

A. Cutting of Existing Structural Work: Holes in existing foundations, slabs and concrete walls shall be cored to the minimum size required. The Contractor shall submit Drawings showing dimensioned sizes and locations for all such holes to Architect for approval before cutting. Where required for conduit installation, slabs on grade shall be saw-cut to minimum required width; submit cutting Drawings to the Architect for approval before cutting.

B. Patching: Paved or concrete surfaces, landscaping, holes or chases shall be patched to match adjacent surfaces.

3.03 CONCRETE WORK: Concrete construction required for the Work of Division 26 shall be provided under the Work of Division 26.

3.04 PAINTING: Finish painting of electrical equipment will be as specified in Division 09, unless equipment is herein specified to be furnished with factory applied finish coats. Equipment to be field painted shall be furnished with a factory applied prime coat.

A. Touch-Up: If factory finish on any equipment furnished under Division 26 is damaged in shipment or during construction of building, the equipment shall be refinished by Contractor to satisfaction of Architect.

B. Concealed Equipment: Uncoated cast-iron or steel that will be concealed, or will not be accessible when installations are completed, shall be given one heavy coat of black asphaltum before installation.

3.05 OPERATING INSTRUCTIONS: Contractor to provide services of an experienced Engineer to instruct Owner in operation of entire installation. Instructional period shall be during normal work day hours. This instruction period may be simultaneous with compliance tests.

3.06 COMPLIANCE TESTS: Conduct such tests of all portions of installation as may be necessary to ensure full compliance with the Drawings and Specifications. Tests shall be made in the presence of the Owner. Costs of test shall be borne by Contractor and Contractor shall provide all instruments, equipment, labor, temp power and materials to complete all the tests. Tests may be required on any item between installation of Work and the end of 1 year warranty period. Should these tests develop any defective materials, poor workmanship or variance with requirements of Specifications, Contractor shall make any changes necessary and remedy any defects at his expense.

A. All Feeders: Measure and record as follows:

1. 600 volt conductors shall be tested with 500 volt megger to ground on each phase. Megger to be on test for one minute before any readings are taken. The minimum values on all feeders shall be 100,000 ohms.

2. Copies of the certified test readings shall be transmitted to Owner.

3.07 SYSTEM ACCEPTANCE:

A. Final Review: The Contractor shall request a final review prior to system acceptance after:

1. Completion of installation of all systems required under the Contract Documents.

2. Submission and acceptance of operating and maintenance data.

3. Completion of identification program.

B. Acceptance: Is contingent on:

1. Completion of final review and correction of all deficiencies.

2. Satisfactory completion of acceptance tests demonstrating compliance with all performance and technical requirements of Contract Documents.

3. Satisfactory completion of training program and submission of manuals and Drawings required by Contract Documents.

3.08 PRELIMINARY OPERATION: The Owner reserves the right to operate portions of the electrical system on a preliminary basis without voiding the warranty or relieving the Contractor of his responsibilities.

3.09 CLEAN-UP: Upon completion and at other times during progress or Work, when required, remove all surplus materials, rubbish, and debris resulting from Work of Division 26.

END OF SECTION 260050

SECTION 260051 - COMMON WORK RESULTS FOR 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

A. Section Includes:
1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.03 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.04 SUBMITTALS

A. Product Data: For sleeve seals.

1.05 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.

2. To provide for ease of disconnecting the equipment with minimum interference to other installations.

3. To allow right of way for piping and conduit installed at required slope.

4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

D. Coordinate sleeve selection and application with selection and application of firestopping.

PART 2 - PRODUCTS

2.01 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel.

2.02 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

   a. Advance Products & Systems, Inc.
   b. Calpico, Inc.
   c. Metraflex Co.
   d. Pipeline Seal and Insulator, Inc.

3. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.

4. Pressure Plates: Plastic. Include two for each sealing element.

5. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.03 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.01 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to piping systems installed at a required slope.

3.02 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches above finished floor level.

G. Size pipe sleeves to provide at least 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials.

K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.03 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.04 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

END OF SECTION 260051

SECTION 260060 - MINOR ELECTRICAL DEMOLITION FOR REMODELING

1.00 - GENERAL

1.01 SECTION INCLUDES

A. Electrical demolition.

2.00 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections.

3.00 - EXECUTION

3.01 EXAMINATION

A. Verify field measurements and circuiting arrangements are as shown on Drawings.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition Drawings are based on casual field observation and existing record documents. Report discrepancies to Owner and Architect/Engineer before disturbing existing installation.

D. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

A. Disconnect and make safe all electrical systems in walls, floors, and ceilings scheduled for removal.

B. Coordinate utility service outages with Utility Company and Owner’s representative.

C. Provide temporary generators, wiring and connections to maintain required existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Obtain permission from Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area when outage affects business operation.

E. Existing Fire Alarm System: Maintain existing system in service.

F. Existing Communication System: Maintain existing system in service until new system is complete and ready for service and new system is accepted. Disable system only to make switchovers and connections. Notify Owner and Telephone Utility Company at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

G. Existing Security System: Maintain existing system in service until new system is complete and ready for service and new system is accepted. Disable system only to make switchovers and connections. Obtain permission from the Owner and security company at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish and extend existing electrical work under provisions of this Section.

B. Remove, relocate, and extend existing installations to accommodate new construction.

C. Remove abandoned wiring, including low voltage, to source of supply and re-label devices as spares.

D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.

F. Disconnect and remove abandoned panelboards and distribution equipment.

G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

H. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

I. Disconnect and remove abandoned conduit.

J. Repair adjacent construction and finishes damaged during demolition and extension work.

K. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

L. Intercept, reroute, and extend existing installations using materials and methods compatible with existing electrical installations, and in compliance with new project specifications.

M. Modify existing as-built drawings to note changes.

3.04 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

B. Panelboards: Clean exposed surfaces and retorque all electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts, and broken electrical parts.

3.05 INSTALLATION

A. Install relocated materials and as required by this section and Owner’s representative.

END OF SECTION 260060

SECTION 260073 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel slotted support systems.
2. Nonmetallic slotted support systems.

B. Shop Drawings: Signed shop drawings, and sealed by a qualified professional engineer for all equipment over 400 lbs. Show fabrication and installation details, and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Nonmetallic slotted channel systems. Include Product Data for components.
4. Equipment supports.

C. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements as specified in Division 3.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.
g. Wesanco, Inc.

3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
6. Channel Dimensions: Selected for applicable load criteria.

B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least 1 surface.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Allied Tube & Conduit.
    b. Cooper B-Line, Inc.; a division of Cooper Industries.
    c. Fabco Plastics Wholesale Limited.
    d. Seasafe, Inc.

3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
5. Rated Strength: Selected to suit applicable load criteria.

C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

D. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Hilti Inc.
2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
3) MKT Fastening, LLC.
4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Cooper B-Line, Inc.; a division of Cooper Industries.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti Inc.
4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1, the latest version of SMACNA Seismic Restraint Manual, and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1, the latest version of SMACNA Seismic Restraint Manual, and NECA 101 for installation requirements.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.

6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts. Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03.

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260073

SECTION 260111 - CONDUITS

1.00 - GENERAL

A. The general provisions of the contract, including General and Supplementary conditions and Division 1 specification sections apply to this section.

1.01 WORK INCLUDED

A. Conduits; including:

1. Rigid steel conduit.
2. Intermediate metal conduit (IMC).
3. Electrical metallic tubing (EMT).
4. Rigid aluminum conduit.
5. Polyvinyl chloride conduit (PVC).
6. Flexible metal conduit.
7. Liquid-tight flexible metal conduit.

1.02 DEFINITION

A. Conduit: This term shall be construed to mean conduit and conduit fittings; and tubing and tubing fittings.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Support material: Section 260190.

2.00 - PRODUCTS

2.01 MATERIAL AND FABRICATION - ALL MATERIALS SHALL BE MANUFACTURED IN THE USA.

A. Rigid Steel Conduit: Hot-dipped galvanized or sherardized including the threads, manufactured in accordance with ANSI C80.1 and UL6.

1. Threaded, hot-dipped galvanized or sherardized fittings manufactured in accordance with ANSI C80.4.

B. Intermediate Metal Conduit: Hot-dipped galvanized including the threads, manufactured in accordance with UL 1242.

C. Electrical Metallic Tubing: Manufactured in accordance with ANSI C80.3 and UL 797.

1. Provide compression fittings in walls, ceiling spaces or exposed construction areas.

2. Provide compression (water tight) fittings in damp areas or areas exposed to weather.

D. Rigid Aluminum Conduit: Manufactured in accordance with ANSI C80.5.

1. Threaded fittings, manufactured in accordance with ANSI C80.4.

E. Polyvinyl Chloride Conduit: Schedule 40 and schedule 80, manufactured in accordance with ANSI C33.91, UL 651, and NEMA TC-2.

1. Cemented type fittings of the same manufacturer as the conduit.

F. Polyvinyl Chloride Conduit: Type EB, heavy wall, manufactured in accordance with ANSI C33.91, UL651, and NEMA TC-8.

1. Cemented fittings of the same manufacturer as the conduit.

G. Flexible Metal Conduit: Hot-dipped galvanized steel, manufacturer in accordance with UL 1.

1. Squeeze type, malleable iron, cadmium plated, straight and angle connectors for all sizes and twist-in connectors for ½" and ¾" flexible metal conduit.

H. Liquid-Tight Flexible Conduit: Hot-dipped galvanized with liquid-tight vinyl jacket.

1. Liquid-tight fittings.

3.00 - EXECUTION

3.01 USE

A. EMT for all exposed and concealed work except as indicated in Paragraphs B, C, D, E, F, and G.

B. Rigid steel, IMC, or rigid aluminum conduit in areas where exposed conduit could be subject to physical damage or where conduit is exposed and conductor phase to ground voltage exceeds 300 volts.

C. Rigid aluminum conduit may be used for all feeder runs exposed or concealed in stud walls and spaces above suspended ceilings.

D. PVC Conduit:

1. Schedule 40 for runs below grade in direct contact with earth.

2. Schedule 40 in concrete floors, walls or roofs.

E. Flexible Conduit (steel only permitted):

1. For connection to equipment subject to vibration, maximum length 18". In wet locations use liquid-tight flexible conduit.

2. For connection to lighting fixtures above suspended ceilings. Lengths limited to 72".

3. Install ground conductors in all flexible conduits.

F. Where ¾" conduit runs are concealed in walls or ceilings and these runs are through wood studs and wood joists, flexible steel conduit may be used up to a maximum length of 6'0".

G. All risers shall be PVC coated RGS with bushings.

H. In concrete or below grade use conduit not smaller than 1". Maximum size in concrete slab: 1". Run larger sizes under slab.

I. Use long sweep elbows with minimum radius 10 times nominal conduit diameter for all telephone runs.

3.02 INSTALLATION

A. Provide conduit support and bracing in accordance with the latest published SMACNA guidelines.

B. Perform excavating, trenching, backfilling, and compacting as specified in Division 2.

C. Minimum cover for runs below finished grade outside buildings: 24" except where noted or required by the serving utility. Minimum cover for conduit in concrete floors, walls or roof: 1/3 thickness of slab. Minimum cover under building slabs is 12".

D. Minimum separation from uninsulated hot water pipes, steam pipes, heater flues or vents: 6". Avoid running conduit directly under water lines.

E. Protect inside of conduit from dirt and rubbish during construction by capping all openings with plastic caps intended for the purpose.

F. Provide conduit bodies for exposed conduit runs at junctions, bends or offsets where required. Do not use elbows or bends around outside corners of beams, walls or equipment. Make conduit body covers accessible.

G. Make conduit field cuts square with saw and ream out to full size. Shoulder conduits in couplings.

H. Run a minimum of one ¾" empty conduit for every three single pole spare circuit breakers, spaces or fraction thereof and not less than two ¾" conduits from every flush mounted panel to an accessible space above the ceiling and below the floor.

I. Make conduit projections from covered areas to areas exposed to the weather watertight by proper flashing. Extend flashing a minimum of 6 inches in all directions from conduit.

J. Where conduit is to remain empty, install polypropylene or nylon pull-line 3/16" minimum diameter from end to end with tag at each end designating opposite terminations.

K. Run conduit parallel and at right angle to building lines, when visible in finished construction.

L. Cap conduits indicated to be stubbed-out underground using glued-on PVC caps intended for this purpose.

M. Install a coupling flush with the floor on all conduits stubbed up through floors on grade.

N. Make no bends with a radius less than 12 times the diameter of the cable it contains nor more than 90 degrees. Make field bends with tools designed for conduit bending. Heating of metallic conduit to facilitate bending is not permitted.

O. Where conduit installed in concrete or masonry extends across building construction joints, provide expansion fittings as manufactured by O.Z.; Crouse-Hinds; Appleton; or equal, with approved ground straps and clamps.

P. Concrete Wall or Slab Penetrations: All core drilling, sleeves, blockouts or other penetrations must be x-rayed, report provided, and approved by the Structural Engineer prior to installation.

1. Space sleeves and core drills to insure a minimum dimension of 3 times the nominal trade diameter of the largest adjacent conduit between sleeves or core drills.

2. Use blockouts for concentrations of conduits in a confined area.

Q. Do not penetrate walls with flexible conduit where subject to physical damage. Use recessed box with extension ring for transition from interior to exterior of wall.

R. All homeruns shown shall be run to the panel indicated independently of all other homeruns. Provide pull points so as not to exceed total bends of 360 degrees between them unless otherwise indicated.

S. At switchboards, manholes and floor standing distribution panelboards, provide insulated throat bushings or bell ends on all non-metallic conduit entries and bushings on all metallic conduit entries.

T. Provide bushings on all conduit terminations sized 1" and larger.

U. Provide weatherproof boxes and connectors for all exposed raceways and boxes.

V. Provide bell ends on all stubbed up conduits, seal all conduits after conductors are pulled.

W. Cap all unused conduits with end cap. Do not tape.

END OF SECTION 260111

SECTION 260118 - DUCT BANK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Metal conduit.

B. Duct.

C. Manholes.

1.02 RELATED SECTIONS

A. Section 03 3053 - Misc. Cast-In-Place Concrete.

1.03 REFERENCES

A. Quality Control: Requirements for references and standards.

B. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated.

C. ASTM A48 - Gray Iron Castings.

D. ASTM C857 - Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.

E. ASTM C858 - Underground Precast Concrete Utility Structures.

F. ASTM C891 - Installation of Underground Precast Utility Structures.

G. ASTM C1037 - Inspection of Underground Precast Utility Structures.

H. IEEE C2 - National Electrical Safety Code.

I. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

J. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).

K. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

L. NEMA TC 6 - PVC and ABS Plastic Utilities Duct for Underground Installation.

M. NEMA TC 9 - Fittings for ABS and PVC Plastic Utilities Duct for Underground Installation.

N. NEMA TC 10 - PVC and ABS Plastic Communications Duct and Fittings for Underground Installation.

O. NEMA TC 14 - Filament-Wound Reinforced Thermosetting Resin Conduit and Fittings.

P. NFPA 70 - National Electrical Code.

Q. UL 651A - Type EB and A PVC Conduit and HDPE Conduit.

1.04 SUBMITTALS FOR REVIEW

A. Section 260000 - Submittals: Procedures for submittals.

B. Product Data: Provide for metallic conduit or nonmetallic conduit, all manhole accessories, fittings and supports.

C. Shop Drawings: Indicate dimensions, reinforcement, size and locations of openings, and accessory locations for precast manholes.

1.05 SUBMITTALS FOR INFORMATION

A. Section 260000 - Submittals: Submittals for information.

B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.06 SUBMITTALS FOR CLOSEOUT

A. Project Record Documents: Record actual routing and elevations of underground conduit and duct, and locations and sizes of manholes.

1.07 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years experience, and with service facilities within 100 miles of Project.

1.08 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70 and IEEE C2.

B. Products: Listed and classified by Underwriters Laboratories, Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

1.09 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated.

B. Verify routing and termination locations of duct bank prior to excavation for rough-in.

C. Verify locations of pull boxes prior to excavating for installation.

D. Duct bank routing is shown in approximate locations unless dimensions are indicated. Route as required to complete duct system.

PART 2 - PRODUCTS

2.01 RIGID STEEL CONDUIT

A. Rigid Steel Conduit: ANSI C80.1.

B. Fittings: NEMA FB 1, steel.

2.02 PLASTIC CONDUIT

A. Rigid Plastic Conduit: NEMA TC 2, Schedule 40 and 80 PVC, with fittings and conduit bodies to NEMA TC 3.

B. Rigid Plastic Underground Conduit: UL 651A, Type A PVC, High-density polyethylene, Schedule 40.

2.03 PLASTIC DUCT

A. Plastic Utilities Duct: NEMA TC 6; ABS Type DB.

B. Plastic Utility Duct Fittings: NEMA TC 9.

C. Plastic Communications Duct and Fittings: NEMA TC 10, Type DB.

2.04 PRECAST CONCRETE PULLBOXES

A. Description: Precast pull box designed in accordance with ASTM C858, comprising modular, interlocking sections complete with accessories.

B. Loading: ASTM C857, Class A-16, A-12, A-8 or A-0.3 as required.

C. Shape: Square or Rectangular with truncated corners and as indicated.

D. Riser Casting: 12”, with cable supports cast into frame.

E. Frames and Covers: ASTM A48; Class 30B gray cast iron, 30” size, machine finished with flat bearing surfaces. Provide cover marked ELECTRIC or TELEPHONE as appropriate.

F. Duct Entry Provisions: Window knockouts.

G. Duct Entry Locations: As indicated.

H. Duct Entry Size: As indicated.

I. Cable Pulling Irons: Use galvanized rod and hardware. Locate opposite each duct entry. Provide watertight seal.

J. Cable Rack Inserts: Minimum load rating of 800 pounds (365 kg). Locate at 3 feet on center.

K. Cable Rack Mounting Channel: 1-1/2 x ¾” steel channel, 48” length. Provide cable rack arm mounting slots on 1-1/2 inch centers.

L. Cable Racks: Steel channel, 1-1/2 x 3/4 x 14”, with fastener to match mounting channel.

M. Cable Supports: Porcelain clamps and saddles.

N. Sump Covers: ASTM A48; Class 30B gray cast iron.

O. Source Quality Control: Inspect in accordance with ASTM C1037.

2.05 ACCESSORIES

A. Underground Warning Tape: 4” wide plastic tape, detectable type, colored yellow with suitable warning legend describing buried electrical lines.

PART 3 - EXECUTION

3.01 DUCT BANK INSTALLATION

A. Quality Control: Manufacturer's instructions.

B. Install duct to locate top of duct bank at depths as indicated on drawings.

C. Install duct with minimum slope of 4” per 100 feet. Slope duct away from building entrances.

D. Cut duct square using saw or pipe cutter; de-burr cut ends.

E. Insert duct to shoulder of fittings; fasten securely.

F. Join nonmetallic duct using adhesive as recommended by manufacturer.

G. Wipe nonmetallic duct dry and clean before joining. Apply full even coat of adhesive to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.

H. Install no more than equivalent of three 90-degree bends between pull points.

I. Provide suitable fittings to accommodate expansion and deflection where required.

J. Terminate duct at pull box entries using end bell.

K. Stagger duct joints vertically in concrete encasement 6” minimum.

L. Use suitable separators and chairs installed not greater than 4 feet on centers.

M. Band ducts together with standard commercial racking before backfilling with sand slurry.

N. Securely anchor duct to prevent movement during concrete placement.

O. Place concrete under provisions of Section 033000. Use mineral pigment to color concrete red.

P. Provide minimum 3” concrete cover at bottom, top, and sides of duct bank.

Q. Provide two No. 4 steel reinforcing bars in top of bank under paved areas.

R. Connect to existing concrete encasement using dowels.

S. Connect to pull box wall using dowels.

T. Provide suitable pull string in each empty duct except sleeves and nipples.

U. Swab duct. Use suitable caps to protect installed duct against entrance of dirt and moisture.

V. Backfill trenches.

W. Interface installation of underground warning tape with backfilling. Install tape 6 inches below finished surface.

3.02 PRE-CAST MANHOLE INSTALLATION

A. Quality Control: Manufacturer's instructions.

B. Excavate for pull box installation.

C. Install and seal precast sections in accordance with ASTM C891.

D. Install pull boxes plumb.

E. Use precast neck and shaft sections to bring pull box cover to finished elevation.

F. Attach cable racks to inserts after pull box installation is complete.

G. Install drains in manholes and connect to site drainage system or if approved by engineer to 4 inch (DN100) pipe terminating in 1 cu yd crushed gravel bed.

H. Damp-proof exterior surfaces, joints, and interruptions of pull boxes after concrete has cured 28 days.

I. Backfill pull box excavation.

END OF SECTION 260118

SECTION 260120 - CONDUCTORS

1.00 - GENERAL

1.01 WORK INCLUDED

A. Conductors; for power, lighting, sound, communication and control, including conductors for general wiring, flexible cords and cables, and ground conductors.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 260000.

2.00 - PRODUCTS

2.01 MATERIAL AND FABRICATION

A. Conductors for General Wiring: Thermoplastic insulated rated for 600V manufactured in accordance with UL 83.

1. Provide 3/4 hard drawn copper conductors. Provide solid conductor for #12 AWG and smaller. Provide stranded conductors for #10 AWG and larger.

B. Conductor Connectors for General Wiring:

1. Sizes No. 14 to No. 8: Splice with insulated spring wire connectors.
   a. Ideal No. 451, 455 and 453.
   b. Minnesota Mining: Types Y, R, G, and B.
   c. Buchanan No. B1, B2 and B4.

2. Size No. 6 or Larger, Copper: Splice and terminate with compression or pressure type connectors and terminal lugs.

C. Provide connector sealing packs for all area lighting and exterior box splices which require complete protection from dampness and water.

1. Scotchlok No.'s 3576, 3577 and 3578, by 3M Company.

3.00 - EXECUTION

3.01 USE

A. Conductors for General Wiring:

1. Minimum 75 degrees C temperature rated insulation on conductors, except use minimum 90 degrees C temperature rated insulation on conductors in conduits exposed on roof, or where required due to ambient temperature.

2. Stranded conductors at motors and other applications where subject to vibration.

3. Minimum size conductors for power and lighting #12 AWG, except where noted.

4. Minimum size conductors for control circuits #14 AWG stranded with THHN/THWN insulation.

B. Use flexible cords and cables for connection of special equipment as indicated. Length not to exceed 72".

C. Ground Conductors:

1. Provide an insulated green ground conductor for all branch circuit wiring where indicated.

2. Bare copper conductor may be used.
   a. Install ground conductors in all non-metallic conduits as required by code. Install ground conductors in all motor branch circuits and all feeders. Where ground conductor size is not indicated, provide size as required for an equipment ground conductor by the 2023 National Electrical Code.
   b. Install ground conductors in all flexible metal conduits.

3.02 INSPECTION

A. Check conduit system for damage and loose connections, replace damaged sections.

B. Check for caps at conduit openings. Make sure that inside of conduit is free of dirt and moisture.

C. Pull mandrel, one size smaller than the conduit, through entire length of all underground conduits prior to conductor installation.

3.03 INSTALLATION

A. Conductors for General Wiring:

1. Color code conductors insulation as follows:

	SYSTEM	VOLTAGE
CONDUCTOR	208Y/120	480Y/277
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	White with Gray Stripe

2. For conductors #6 AWG or larger, permanent plastic colored tape may be used to mark conductor in lieu of coded insulation. Tape shall cover not less than 2" of conductor insulation within enclosure.
   a. Provide color tape on each end and at all terminal points and splices on wire enclosed in conduit.
   b. Provide color tape every 3'-0" on wire not enclosed in a listed wireway.

3. When pulling conductors, do not exceed manufacturer's recommended values.

4. Use polypropylene or nylon ropes for pulling conductors.

B. Insulate splices with plastic heat shrinkable splice kit by Raychem or equal.

C. Terminate all control wires with terminal lugs on terminal boards not designed with pressure plates. If splices are needed, use same procedure, installing a terminal board in a junction box for protection.

D. All splices or connections shall be compression type Thomas & Betts or Burndy, no split bolt connections are allowed.

3.04 IDENTIFICATION

A. Feeders: Identify with the corresponding circuit designation at over-current device and load ends, at all splices and in pull boxes.

B. Branch Circuits: Identify with the corresponding circuit designation at the over-current device and at all splices and devices.

C. Control Wires: Identify with the indicated number and/or letter designation at all terminal points and connections.

D. Alarm and Detection Wires: Identify with the indicated wire and zone numbers at all connections, terminal points, and coiled conductors within cabinets.

E. Conductors Terminated By Others: Indicate location of opposite end of conductor, i.e., Pull Box-Room 101.

F. For identification of conductors, use heat shrinkable white marking sleeves such as Brady Permasleeve with type written identification.

G. Circuit designation is construed to mean panel designation and circuit number, i.e., CHA-13.

END OF SECTION 260120

SECTION 260130 - ELECTRICAL BOXES

1.00 - GENERAL

1.01 WORK INCLUDED

A. Boxes; including:

1. Outlet boxes.

2. Pull and junction boxes.

3. Cabinets.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 260000.

B. Support Material: Section 260190.

2.00 - PRODUCTS

2.01 MATERIAL AND FABRICATION

A. Outlet Boxes:

1. Pressed Steel Boxes: Knockout type, hot-dipped or electro-plate galvanized.

2. Cast Iron Boxes: Hot-dipped or electro-plate galvanized with threaded hubs.

3. Cast Iron Conduit Bodies: Hot-dipped or electro-plate galvanized with threaded hubs.

4. Cast copper free aluminum conduit bodies with threaded hubs.

5. Covers for Pressed Steel Boxes: Hot dipped or electro-plate galvanized.

6. Outlet boxes manufactured in accordance with UL 514.

B. Pull and Junction Boxes:

1. Sheet steel, hot-dipped or electro-plate galvanized, or prime coated and a final coat of manufacturer's standard enamel or lacquer finish. Manufactured in accordance with UL 50.
   a. Where exposed to weather, provide raintight hubs for conduits entering the boxes, top and sides only.

2. Floor Boxes:
   a. Single gang, similar to Hubbell #B-2536.
   b. Covers:
      1) Combination, similar to Hubbell #S-2525.
      2) Duplex receptacle, similar to Hubbell #S-3925.
   c. Carpet flange, similar to Hubbell #S-3075 thru #S-3079.
   d. Hubs: Provide hubs as required to suit the conduit arrangement.

3. Pre-Cast Concrete Pull Boxes: In roadway traffic rated. As manufactured by Jensen Pre-Cast or Utility Vault and size shown on drawings.

4. High impact resistant PVC boxes: As manufactured by Carlon, Sedco, or R & G Sloan.

C. Cabinets: Sheet metal, prime coat and final coat of manufacturer's standard enamel or lacquer finish. Manufactured in accordance with UL 50.

1. Control Cabinet: NEMA 1 enclosure, door with butt hinges and flush handle latches.
   a. Provide with removable steel back panel.

2. Terminal Cabinets: NEMA 1 enclosure, door with concealed hinges and spring catch type flush cylinder locks. Key locks alike, provide two keys with each lock.

3. Provide engraved plastic nameplates with 1/2" minimum height letters indicating designation of control and terminal cabinets as shown on the drawings.
   a. Secure nameplates with at least two screws or rivets. Cementing and adhesive installation are not acceptable.

3.00 - EXECUTION

3.01 USE

A. Outlet Boxes:

1. Ceiling Outlet Boxes: Not less than 4" octagonal by 2" deep.

2. FDD cast iron or cast aluminum device boxes and conduit bodies with metal covers for exposed conduit installation. Provide gasket for covers in wet areas.

3. Intercom, Microphone and TV Outlet Boxes: Not less than 4-11/16" square x 2-1/8" deep.

4. Provide floor boxes with quantity of gangs as required for power, communication or control as indicated. Use boxes with barriers where required. Provide carpet flanges in carpeted areas and tile flanges in tiled areas.

B. Pull and Junction Boxes:

1. Use sheet steel boxes NEMA Type 1 for indoor and NEMA Type 3R for outdoor installation, except as follows.

2. Use pre-cast concrete boxes for boxes flush in finish grade where requiring a nominal capacity greater than 144 cubic inches, where located in vehicular traffic areas, or where indicated.

3. Use polyvinyl chloride (PVC) boxes flush in finish grade when the nominal internal volume is less than or equal to 144 cubic inches or where indicated.

4. Use cast iron boxes for boxes flush in slab on grade.

3.02 INSTALLATION

A. Provide 3/8" fixture studs in wall bracket and ceiling boxes.

B. Provide covers suitable for the fixtures or devices used.

C. Make outlet box covers flush with finished surfaces.

D. Close unused open knockouts with knockout seals.

E. Provide 1" deep plaster rings on recessed outlet boxes installed in areas where concrete will be exposed after construction is complete.

F. Where boxes are concealed in exposed concrete unit masonry, use square cornered types or boxes fitted with rings of sufficient depth for the box to be recessed completely within cavity of block or tile. Install box to ensure that ring fits an opening sawed out of the masonry, so that no mortar is required to fill between ring and construction.

G. Provide a 6" base of compacted crushed rock under pre-cast concrete pull boxes. All pre-cast concrete pull boxes shall be provided with a bottom section.

H. Adjust floor boxes so they are level with top of finished floors.

I. Provide pull boxes and junction boxes in all branch circuit and feeder runs as indicated. Do not provide pull boxes unless they are indicated or required by the Electrical Code.

3.03 IDENTIFICATION

A. Junction Boxes: Use permanent black marker, 2” high lettering, and on each cover plate indicate the power source and circuits contained within that junction box.

END OF SECTION 260130

SECTION 260142 - NAMEPLATES AND WARNING SIGNS

2.00 - PRODUCTS

2.01 Nameplate shall be plastic laminate with 3/4" high letters in white on black background screwed onto equipment designations shall clearly state:

A. Equipment Enclosure Nameplates.

1. Manufacturer's nameplate including equipment design rating of current, voltage, KVA, HP, bus bracing rating, or as applicable.

2. Equipment nameplate designating system usage and purpose, system nominal voltage, equipment rating for KVA, amperes, HP and RPM as applicable. Designation data per drawings or to be supplied with shop drawings approval.

B. Device nameplates: Device usage, purpose, or circuit number; manufacturer and electrical characteristic ratings including the following:

1. Circuit Breakers: Voltage, continuous current, maximum interrupting current and trip current.

2. Switches: Voltage, continuous current, horsepower or maximum current switching. If fused, include nameplate stating "Fuses must be replaced with current limiting type of identical characteristics."

3. Contactors: Voltage, continuous current, horsepower or interrupting current, and whether "mechanically-held" or "electrically-held".

4. Motors: Rated voltage, full load amperes, frequency, phases, speed, horsepower, code letter rating, time rating, type of winding, class and temperature.

5. Controllers: Voltage, current, horsepower and trip setting of motor running over current protection.

2.02 Warning signs shall be minimum 18 gauge steel, white porcelain enamel finish with red lettering. Lettering to read "DANGER - HIGH VOLTAGE" in 1" letters. Warning signs to be included on door or immediately above door of all electrical equipment rooms, vaults or closets containing equipment rooms, vaults or closets containing equipment energized above 150 volts to ground, except where such spaces are accessible from public areas.

2.03 Warning designation in 1" red letters shall be painted by stencil or pre-printed adhesive on each pull box, cabinet or 1-foot length of exposed conduit stating "DANGER" and giving voltage of enclosed conductors such as "DANGER - 480 VOLTS", for all systems over 150 volts to ground.

3.00 - EXECUTION

3.01 Nameplates shall be mounted by self-tapping or threaded screws and bolts or by rivets.

3.02 Signs shall be permanently mounted with cadmium plated steel screws or nickel-plated brass bolts.

END OF SECTION 260142

SECTION 260170 - DISCONNECTS

1.00 - GENERAL

1.01 WORK INCLUDED

A. Disconnects: Switches, fused or unfused.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 260000.

2.00 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Square D Company

2.02 MATERIAL AND FABRICATION

A. Provide heavy duty type, quick-make, quick-break disconnects with cover interlocks.

B. Provide NEMA Type 1 enclosure for dry locations, NEMA 3R outdoor. Provide the proper enclosure for other locations as indicated.

C. Provide motor rated toggle switches where indicated.

D. Provide fused disconnect for all HVAC equipment, all motors, and all elevator drive motors.

E. Provide rejection clips on disconnects where rejection type fuses are to be installed.

3.00 - EXECUTION

3.01 INSTALLATION

A. Securely fasten disconnects to structure to withstand wire pulling strains.

B. Where structure is not available, contractor shall construct unistrut channel support stand. Stand and disconnect shall be attached to structure to withstand wire pulling strains.

3.02 LABELING AND IDENTIFICATION

A. Provide engraved plastic nameplates on individually mounted disconnects with minimum 1/4" height letters indicating the load served and the source feed designation.

EXAMPLE: LOAD: Unit A/C-1, 208 volt, 3 phase
FED FROM: MSB-1

B. Secure nameplates with at least two screws or rivets. Cementing and adhesive installation are not acceptable.

END OF SECTION 260170

SECTION 260190 - SUPPORT DEVICES

1.00 - GENERAL

1.01 WORK INCLUDED

A. Support devices for conduit, boxes, lighting fixtures and equipment.

2.00 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Hangers, Straps and Beam Clamps:

1. Efcor.
2. Raco, Inc.
3. Steel City.
4. O.Z./Gedney Co.
5. Caddy Fastening System by ERICO Products Inc.

B. Channels and Fittings:

1. Kindorf.
2. Unistrut Corp.

C. Anchors:

1. Acherman-Johnson Corp.
2. Phillips Drill Co.
3. Rawl Products Co.

2.02 MATERIAL AND FABRICATION

A. Hangers: Steel cadmium plated.

B. Straps: One-hole and two-hole malleable iron, hot-dipped galvanized or steel, cadmium or zinc plated.

C. Beam Clamps: Malleable iron, hot-dipped galvanized or cadmium plated.

D. Channels and Fittings:

1. Channels: Hot-dipped galvanized.

2. Fittings: Galvanized.

E. Anchors: Self drilling and expansion bolt types. No wood or fiber plugs or concrete nails are acceptable.

3.00 - EXECUTION

3.01 USE

A. Use two-hole straps for ¾" conduit and smaller single conduit runs on walls or ceilings.

B. Use hangers with solid steel rods for hanging single conduits above ¾".

C. Use formed channel trapezes for groups of two or more conduits.

D. To fasten boxes and supports to:

1. Wood: Use wood screws or screw type nails of equal holding power.

2. Brick and Concrete: Use bolts and expansion shields.

3. Hollow Masonry Units: Use toggle bolts.

E. Support sheet metal boxes from building structure directly or by bar hangers.

F. Do not penetrate reinforced concrete beams with fastenings more than 1-1/2" or reinforced concrete joints with more than ¾" fastenings to prevent contact with reinforcing steel.

END OF SECTION 260190

SECTION 262416 - PANELBOARDS

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. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

A. ATS: Acceptance testing specification.

B. GFCI: Ground-fault circuit interrupter.

C. GFEP: Ground-fault equipment protection.

D. HID: High-intensity discharge.

E. MCCB: Molded-case circuit breaker.

F. SPD: Surge protective device.

G. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.

4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Include evidence of NRTL listing for series rating of installed devices.
7. Include evidence of NRTL listing for SPD as installed in panelboard.
8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
9. Include wiring diagrams for power, signal, and control wiring.
10. Key interlock scheme drawing and sequence of operations.
11. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device. Include an Internet link for electronic access to downloadable PDF of the coordination curves.

1.5 INFORMATIONAL SUBMITTALS

A. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. Include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 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. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and GFEP Types: Two spares for each panelboard.
3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
4. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NECA 407.

1.10 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

    a. Ambient Temperature: Not exceeding minus 22 deg F (minus 30 deg C) to plus 104 deg F (plus 40 deg C).
    b. Altitude: Not exceeding 6600 feet (2000 m).

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Construction Manager no fewer than 14 days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Architect's written permission.
3. Comply with NFPA 70E.

1.11 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace SPD that fails in materials or workmanship within specified warranty period.

1. SPD Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS AND LOAD CENTERS COMMON REQUIREMENTS

A. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

E. Enclosures: Flush and Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

    a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    b. Outdoor Locations: NEMA 250, Type 3R.

2. Height: 84 inches maximum.
3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
7. Finishes:

    a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    b. Back Boxes: Galvanized steel.
    c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.

F. Incoming Mains:

1. Location: Convertible between top and bottom.
2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.

G. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.

    a. Plating shall run entire length of bus.
    b. Bus shall be fully rated the entire length.

2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.

3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
4. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
5. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
6. Split Bus: Vertical buses divided into individual vertical sections.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Terminations shall allow use of 75 deg C rated conductors without derating.
3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

I. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

1. Percentage of Future Space Capacity: 20 percent.

J. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.
2. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

2.2 POWER PANELBOARDS

A. Square D, Eaton, or Siemens.

B. Panelboards: NEMA PB 1, distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches high, provide two latches, keyed alike.

D. Mains: Circuit breaker.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

G. Branch Overcurrent Protective Devices: Fused switches.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Square D, Eaton, or Siemens.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Contactors in Main Bus: NEMA ICS 2, Class A, electrically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.

1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
2. External Control-Power Source: 120-V branch circuit.

F. Doors: Concealed full length piano hinges; secured with flush latch with tumbler lock; keyed alike.

G. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Square D, Eaton, or Siemens.

B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:

a. Inverse time-current element for low-level overloads.
b. Instantaneous magnetic trip element for short circuits.
c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

3. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Breaker handle indicates tripped status.

c. UL listed for reverse connection without restrictive line or load ratings.
d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.

1. Fuses and Spare-Fuse Cabinet: Comply with requirements specified in construction documents.
2. Fused Switch Features and Accessories:

a. Standard ampere ratings and number of poles.
b. Mechanical cover interlock with a manual interlock override, to prevent the opening of the cover when the switch is in the on position. The interlock shall prevent the switch from being turned on with the cover open. The operating handle shall have lock-off means with provisions for three padlocks.
c. Auxiliary Contacts: Two normally open and normally closed contact(s) that operate with switch handle operation.

2.5 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

D. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.

1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

2.6 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.

B. Receive, inspect, handle, and store panelboards according to NECA 407.

C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.

D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Comply with NECA 1.

C. Install panelboards and accessories according to NECA 407.

D. Equipment Mounting:

1. Attach panelboard to the vertical finished or structural surface behind the panelboard.

E. Mount top of trim 90 inches above finished floor unless otherwise indicated.

F. Mount panelboard cabinet plumb and rigid without distortion of box.

G. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

H. Mounting panelboards with space behind is recommended for damp, wet, or dirty locations. The steel slotted supports in the following paragraph provide an even mounting surface and the recommended space behind to prevent moisture or dirt collection.

I. Mount surface-mounted panelboards to steel slotted supports 1 1/4 inch (32 mm) in depth. Orient steel slotted supports vertically.

J. Install overcurrent protective devices and controllers not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.

2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.

K. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

L. Install filler plates in unused spaces.

M. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.

N. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

O. Mount spare fuse cabinet in accessible location.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs.

B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate.

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate.

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers and low-voltage surge arrestors stated in NETA ATS.

C. Panelboards will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.

1. Measure loads during period of normal facility operations.
2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

3.6 PROTECTION

A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 32 3113 - CHAIN LINK FENCES AND GATES

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. Chain-link fences.
2. Swing gates.

B. Related Requirements:

1. Section 03 3053 "Miscellaneous Cast-in-Place Concrete" for cast-in-place concrete equipment bases/pads for gate operators and controls.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.
c. Gates and hardware.

B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, gate operation, and operational clearances.

C. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:

1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by manufacturer and witnessed by a qualified testing agency or a qualified testing agency.

B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For gate operators to include in emergency, operation, and maintenance manuals.

1.6 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.

1. Design Wind Load: 100 Vmph.

a. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.

2.2 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on Drawings.
2. Steel Wire for Fabric: Wire diameter of 0.120 inch.

    a. Mesh Size: 1 inch.
    b. Polymer-Coated Fabric: ASTM F668, Class 2b over zinc-coated steel wire.

        1) Color: Dark green, according to ASTM F934.

3. Selvage: Knuckled at both selvages.

2.3 FENCE FRAMEWORK

A. Posts and Rails: ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 or ASTM F1083 based on the following:

1. Fence Height: As indicated on Drawings.

2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40.

    a. Line Post: 2.375 inches in diameter.
    b. End, Corner, and Pull Posts: 2.875 inches in diameter.

3. Horizontal Framework Members: top and bottom rails according to ASTM F1043.

    a. Top Rail: 1.66 inches in diameter.

4. Brace Rails: ASTM F1043.

5. Polymer coating over metallic coating.

    a. Color: Match chain-link fabric, according to ASTM F934.

2.4 SWING GATES

A. General: ASTM F900 for gate posts and double swing gate types.

1. Gate Leaf Width: As indicated.
2. Framework Member Sizes and Strength: Based on gate fabric height as indicated.

B. Pipe and Tubing:

1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083; protective coating and finish to match fence framework.
2. Gate Posts: Round tubular steel.
3. Gate Frames and Bracing: Round tubular steel.

C. Frame Corner Construction: assembled with corner fittings.

D. Hardware:

1. Hinges: 180-degree outward swing.
2. Latch: Permitting operation from both sides of gate.

a. Owner will provide padlocks.

2.5 FITTINGS

A. Provide fittings according to ASTM F626.

B. Post Caps: Provide for each post.

1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: For each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
2. Rail Clamps: Line and corner boulevard clamps for connecting rails to posts.

E. Tension and Brace Bands: Pressed steel.

F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:

a. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.

    a. Polymer coating over metallic coating.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
    a. Concealed Concrete: Place top of concrete below grade as indicated on Drawings to allow covering with surface material.

D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

E. Line Posts: Space line posts uniformly at 96 inches o.c.

F. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

G. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Intermediate and Bottom Rails: Secure to posts with fittings.

I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.

    1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.4 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant

or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.5 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 32 3113

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