



**PRELIMINARY
NOT FOR CONSTRUCTION**

Project Manual

for the

**DAVIDSON MIDDLE SCHOOL
HVAC IMPROVEMENTS
ADMINISTRATION AND LIBRARY**

Construction Documents

March 1, 2022

DSA File Number: 21-39
DSA Application Number: 01-119794
PTN Number: 65458-60

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Architect's Project No.: 1900.02

DOCUMENT 00 0107

PROFESSIONAL SEALS AND DSA IDENTIFICATION STAMP

DIVISION OF THE STATE ARCHITECT IDENTIFICATION STAMP



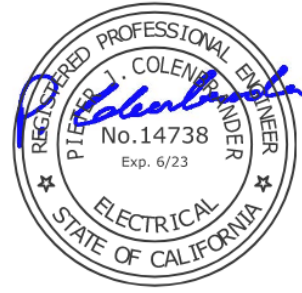
09/23/2021

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END OF SECTION

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the San Rafael City Schools ("District") will receive sealed bids for the following project, Bid No. _____, Bid Package _____ ("Project" or "Contract"):

Davidson Middle School HVAC Upgrades

2. The Project consists of:

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

A, B, and/or C-__

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after _____, 20__, for review at the District Facilities Office, and may be downloaded from the District's website, www.XXXXX.XXX, using the [**"Facilities Projects and Information"**] link. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- A. Builder's Exchange of _____ County (____) ____ - _____
- B. _____

6. Contract Documents are also available for purchase for _____ dollars (\$_____) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
7. Sealed bids will be received until _____ a.m./p.m., _____, 20__, at the District Facilities Office, 310 Nova Albion Way San Rafael California 94903 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.

[OR]

Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$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 unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the San Rafael City Schools, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. A mandatory/voluntary pre-bid conference and site visit will be held on _____, 20____, at ____m. at _____, California. All participants are required to sign in front of the _____ Building, _____, California. The site visit is expected to take approximately _____. Failure to attend or tardiness will render bid ineligible.
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
14. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The successful Bidder and its subcontractors shall be required to participate in and comply with the OCIP.
15. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
16. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of

California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

18. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
19. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, www.XXXXX.XXX, using the [**"Facilities Projects and Information"**] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
20. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(c).) A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
 - (1) In order that a field test or experiment may be made to determine the product's suitability for future use: _____.
 - (2) In order to match other products in use on a particular public improvement either completed or in the course of completion: _____.
 - (3) In order to obtain a necessary item that is only available from one source: _____.
 - (4) In order to respond to an emergency declared by a local agency: _____.
21. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. This Project is also subject to Buy American requirements.
22. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.

[OR]

 - B. The base bid amount plus the following alternates:

[AS EXAMPLES ONLY: "all alternates;" or "additive alternate no. 1 only."]

[OR]

- C. Up to a total Project fund amount [of \$_____] **[OR]** [to be stated before bids are opened], **[THIS AMOUNT NEED NOT BE STATED HERE BUT MUST BE STATED PRIOR TO OPENING ANY BIDS]** including the additive alternates or deductive alternates needed, in the stated order, to be equal to or less than that amount:

[AS EXAMPLES ONLY: "additive alternate no. 1; and deductive alternate no. 3."]

[OR]

- D. Based on a process that conceals the identity of bidders from the District until the bids have been ranked.
23. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

San Rafael City Schools ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Davidson Middle School HVAC Upgrades

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered.

[OR]

The District has prequalified bidders pursuant to Public Contract Code section 20111.6 for contracts \$1 million or more using or planning to use state bond funds. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 - f. OCIP Insurance forms
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon

request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.

18. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, www.XXXXX.XXX, using the [**"Facilities Projects and Information"**] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
19. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
20. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The District will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7 .
21. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
22. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or

implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

23. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to

the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
24. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
 25. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to _____. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at _____. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 26. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
 27. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
 28. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
 29. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the

event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
31. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
32. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
33. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Disabled Veteran Business Enterprise Participation Certification.
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Materials Certification.
 - m. Imported Materials Certification.
 - n. Criminal Background Investigation/Fingerprinting Certification.

- o. Buy American Certification.
 - p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
 - q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
34. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. 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 issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the 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 which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
35. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
36. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race,

color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

37. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

**[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS
– SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]**

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the San Rafael City Schools ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.
 - (2) Survey of Site.

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the San Rafael City Schools ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. _____, for the following project known as:

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$ _____
BASE BID	
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>	

Additive/Deductive Alternates:

Alternate #1

_____ dollars	\$ _____
Additive/Deductive	

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid and each alternate shall include a ten percent (10%) allowance for Unforeseen Conditions.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. **Purchase Price of Old Material.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that pursuant to Education Code section 17550, that it will purchase and remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The deducted amount must be shown separately below:

Deducted Purchase Price of Old Material

_____ dollars	\$ _____
Deductive	

4. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

Excluded Cost of Insurance

_____ dollars	\$ _____
Deductive	

5. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
6. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
7. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

8. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
9. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
10. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
 - OCIP Insurance forms
11. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

12. Bidder acknowledges that the license required for performance of the Work is a _____ license.
13. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
15. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
16. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
17. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
18. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

19. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
20. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
21. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Davidson Middle School HVAC Upgrades

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Davidson Middle School HVAC Upgrades

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the San Rafael City Schools, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. 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 his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE FOLLOWING] I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any			*
2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
3. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to 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 doing 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

- 1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

BUY AMERICAN CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

CERTIFICATION

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, _____, certify that I am the Contractor's _____ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

1.03 POST BID INTERVIEW PROCEDURE

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
 - (1) Insurance
 - (2) Bonding
 - (3) Addenda
 - (4) Pre-Bid Clarifications
 - (5) Scope of Work
 - (6) Bid Packages Descriptions
 - (7) Bid Alternates
 - (8) Contract Plans
 - (9) Contract Specifications
 - (10) Project Schedule and Schedule Requirements

- (11) Critical Dates Requirement for Other Bid Packages
- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

1.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

[Name]
[Address 1]
[Address 2]
[Phone] [Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present	_____ CONTRACTOR _____ _____ [CM]	_____ CONTRACTOR _____ _____ [CM]
------------	---	---

II. PROPOSED CONTRACT:

III. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

- | | | |
|--|-----|----|
| A. Do you acknowledge submission of a complete and accurate bid? | Yes | No |
| B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? | Yes | No |
| C. Do you acknowledge the requirements for the escrow of bid documents? | Yes | No |
| D. Are you comfortable with your listed subcontractors? | Yes | No |

IV. CONTRACTUAL REQUIREMENTS:

- | | | |
|--|-----|----|
| A. Do you understand you are a prime contractor? | Yes | No |
| B. Can you meet specified insurance requirements? | Yes | No |
| 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? | Yes | No |
| 2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? | Yes | No |
| 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? | Yes | No |

- | | | | |
|----|---|-----|----|
| C. | Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? | Yes | No |
| 1. | Cost for bonds: _____% | Yes | No |
| 2. | Is the cost of your bonds in your base bid? | Yes | No |
| 3. | Is your surety licensed to issue bonds in California? | Yes | No |
| D. | Do you understand the fingerprinting requirements? | Yes | No |
| E. | Is it understood that all workers must be paid prevailing wage? | Yes | No |
| F. | Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? | Yes | No |
| V. | SCOPE OF WORK: | | |
| A. | Acknowledged Receipt of Addenda #1-___ | Yes | No |
| B. | Are the costs for addenda items included in your bid? (if applicable) | Yes | No |
| C. | Do you have a complete understanding of your Scope of Work under the proposed Agreement? | Yes | No |
| D. | You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? | Yes | No |
| | If yes, please identify them. | | |
| 1. | _____ | | |
| 2. | _____ | | |
| 3. | _____ | | |
| | Is (are) there additional cost(s) for the above item(s)? | Yes | No |
| E. | Is the cost for allowance included in your bid? | Yes | No |
| F. | Have you reviewed bid alternative(s) #1-___? (if applicable) | Yes | No |
| G. | Are the costs for bid alternatives included in your bid? | Yes | No |
| H. | Are the plans and specifications clear and understandable to your satisfaction? | Yes | No |

I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

VI. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No

1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No

2. Can you meet the submittal deadline? Yes No

3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No

4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. If not, what do you believe must change and why? Yes No

B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No

1. _____
2. _____
3. _____
4. _____
5. _____

C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No

VII. EXECUTION OF WORK

A. Do you understand the access to the site? Yes No

B. Do you understand the staging area restrictions? Yes No

C. Have you included protection of [asphalt, floors, and roofs]? Yes No

D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

1. _____
2. _____
3. _____
4. _____
5. _____

IX. CONTRACTOR

You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the San Rafael City Schools ("District")

Re: _____, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____
_____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____), and
includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this
Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise
made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days
of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the
SEVENTH (7th) calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies,
each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation.
See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents
and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form
provided in the Contract Documents and fully executed as indicated on the
form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.
- p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the San Rafael City Schools ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Davidson Middle School HVAC Upgrades

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within _____ (____)

consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. Completion - Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of _____ dollars (\$ _____) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. Loss Or Damage: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. Limitation Of District Liability: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll

records as required by the Contract Documents, or the District may not issue payment.

- 17. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars
(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SAN RAFAEL CITY SCHOOLS

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

PROJECT/CONTRACT NO.: _____ between the San Rafael City Schools and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20__.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the San Rafael City Schools ("District"), whose address is 310 Nova Albion Way, San Rafael, California 94903, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. ____ entered into between District and Contractor for the _____ Project, in the amount of _____ Dollars (\$_____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of San Rafael City Schools, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays 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 District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
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 District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that 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 monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Rafael City Schools, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals 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 District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its 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 the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____ Principal	_____ Surety
_____ By	_____ By
	_____ Name of California Agent of Surety
	_____ Address of California Agent of Surety
	_____ Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Rafael City Schools, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

San Rafael City Schools
 310 Nova Albion Way
 San Rafael, CA 94903

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: _____

Date: _____

Bid No.: _____

DSA File No.: _____

DSA Appl. No.: _____

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false 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.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

<p>DISTRICT:</p> <p>SAN RAFAEL CITY SCHOOLS</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>CONTRACTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>
<p>ARCHITECT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>PROJECT INSPECTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

San Rafael City Schools
 310 Nova Albion Way
 San Rafael, CA 94903

PCO NO.:

Project: _____
Bid No.: _____
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; “TBD” not permitted)		____ Calendar Days

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (d)		
(f)	Subtotal		
(g)	Add Bond and Insurance , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	TOTAL		
(i)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false 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. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

CHANGE ORDER FORM

San Rafael City Schools
 310 Nova Albion Way
 San Rafael, CA 94903

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: _____
 [Name / Address]

Contractor: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]	Original Contract Amount: Amount of Previously Approved Change Order(s): Amount of this Change Order: Contract Amount:	\$ \$ \$ \$	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

SAN RAFAEL CITY SCHOOLS

**CHANGE ORDER FORM
 DOCUMENT 00 63 63-1**

completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false 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.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the SAN RAFAEL CITY SCHOOLS ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Marin, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

1. Contractor will only be assessed liquidated damages as detailed below:

- Original Contract Sum \$ _____
- Modified Contract Sum \$ _____
- Payment to Date \$ _____
- Liquidated Damages \$ _____
- Payment Due Contractor \$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SAN RAFAEL CITY SCHOOLS

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the San Rafael City
Schools ("District") for the following project:

PROJECT: _____

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of _____
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 20____.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance Expenditure Directive: Written authorization for expenditure of allowance, if any.

1.1.3 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.4 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.5 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.6 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.7 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.8 Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.9 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.10 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.11 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.12 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.12.1** Notice to Bidders
- 1.1.12.2** Instructions to Bidders
- 1.1.12.3** Bid Form and Proposal
- 1.1.12.4** Bid Bond
- 1.1.12.5** Designated Subcontractors List
- 1.1.12.6** Site Visit Certification (if a site visit was required)
- 1.1.12.7** Non-Collusion Declaration
- 1.1.12.8** Notice of Award
- 1.1.12.9** Notice to Proceed
- 1.1.12.10** Agreement
- 1.1.12.11** Escrow of Bid Documentation
- 1.1.12.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.12.13** Performance Bond
- 1.1.12.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.12.15** General Conditions
- 1.1.12.16** Special Conditions (if applicable)
- 1.1.12.17** Project Labor Agreement (if applicable)
- 1.1.12.18** Hazardous Materials Procedures and Requirements
- 1.1.12.19** Workers' Compensation Certification
- 1.1.12.20** Prevailing Wage Certification
- 1.1.12.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.12.22** Drug-Free Workplace Certification (if applicable)
- 1.1.12.23** Tobacco-Free Environment Certification
- 1.1.12.24** Hazardous Materials Certification (if applicable)
- 1.1.12.25** Lead-Based Materials Certification (if applicable)
- 1.1.12.26** Imported Materials Certification (if applicable)
- 1.1.12.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.12.28** Buy American Certification (if applicable)
- 1.1.12.29** Roofing Project Certification (if applicable)
- 1.1.12.30** Registered Subcontractors List
- 1.1.12.31** Iran Contracting Act Certification (if applicable)
- 1.1.12.32** Post Bid Interview

- 1.1.12.33** All Plans, Technical Specifications, and Drawings
- 1.1.12.34** Any and all addenda to any of the above documents
- 1.1.12.35** Any and all change orders or written modifications to the above documents if approved in writing by the District
- 1.1.13 Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.14 Contract Time:** The time period stated in the Agreement for the completion of the Work.
- 1.1.15 Contractor:** The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.
- 1.1.16 Daily Job Report(s):** Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.
- 1.1.17 Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.18 Department of Industrial Relations (or "DIR"):** is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.
- 1.1.19 Design Professional in General Responsible Charge:** See definition of **Architect** above.
- 1.1.20 Dispute:** A separate demand by Contractor for a time extension, or 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 Contractor is not otherwise entitled to; or an amount of payment disputed by the District.
- 1.1.21 District:** The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,
 - 1.1.21.1** Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or
 - 1.1.21.2** Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.
- 1.1.22 Drawings (or "Plans"):** The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.23 DSA: Division of the State Architect.

1.1.24 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.25 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.26 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.27 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.28 Plans: See **Drawings**.

1.1.29 Premises: The real property owned by the District on which the Site is located.

1.1.30 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.31 Product Data: 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.

1.1.32 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

1.1.33 Project: The planned undertaking as provided for in the Contract Documents.

1.1.34 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.35 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.36 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.37 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.38 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.39 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.40 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.41 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.42 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.43 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.44 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.45 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.46 Site: The Project site as shown on the Drawings.

1.1.47 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.48 State: The State of California.

1.1.49 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.50 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.51 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.52 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.53 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on 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 here 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.

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, 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 the Contract shall have any right to lien

any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that 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 a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the 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.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor shall notify the District's representative 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 District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor's request and expense. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, <http://www.cslb.ca.gov>.

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> or current URL.

6.1.4 Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

6.2 Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Contractor's Supervision

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

6.4.1 Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

6.5 Field Office

6.5.1 Contractor shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

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.

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

6.7.2.1 Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.7.2.1.1** A brief description of all Work performed on that day.
- 6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3** The weather conditions on that day.
- 6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.

- 6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8** A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to

facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work.

6.9.5 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

6.10.2 Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has

reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

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

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.14 Safety/Protection of Persons and Property

6.14.1 The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.14.5 The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 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 completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project 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. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, 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.

6.14.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Contractor shall designate a responsible member of its organization on the Project, 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. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 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, Contractor shall correct such violation promptly.

6.14.11 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of

Work or item damaged. This shall include any adjoining property of the District and others.

6.14.17 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.

6.14.18 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from Project Site.

6.14.20 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final

acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

6.16.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

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7. SUBCONTRACTORS

7.1 Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of

the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.8 Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2 In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

8.4 To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. 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. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or

equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.1.1 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

10.1.1.2 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1 Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;

- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;
- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.5 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

10.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5 Complete Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that

month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the 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 ensure proper labeling on substances brought onto the job site and 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. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

11.2.2 Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that 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. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction

Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 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, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 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.

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

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

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor believes may be 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 provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 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.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any 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 that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged 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, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO)

Form CG 2415, or Contractor shall procure and maintain these coverages separately.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

13.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained

by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.2.6 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

13.1.7.5 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.6 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.7 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

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Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

13.1.8.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board

members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further,

the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. 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 issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (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. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 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.

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 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.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 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 completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) 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 if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District 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.

16.2.3 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. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation.

Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District 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 has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. 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 and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. 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.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be

fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization 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 a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

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

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the

District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.5.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force

account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.7.3 Changes in Time

A PCO shall also include any changes in 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 Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact

Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.7.4 Unknown and/or Unforeseen Conditions

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO for amounts in excess of the Allowance requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.5 Time to Submit Proposed Change Order

Contractor shall submit its PCO within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.7.6 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled

to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.8 Format for Proposed Change Order

17.8.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	____ Calendar Days	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	____ Calendar Days	

17.8.2 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State,

or local laws. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

17.8.3 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.4 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary

attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.8.5 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false 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. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.9.2 Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

17.10 Determination of Change Order Cost

17.10.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1 District acceptance of a PCO;

17.10.1.2 By unit prices contained in Contractor's original bid;

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13 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 omission in the Work as provided herein.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, 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. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim 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 Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

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18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The 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.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

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

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

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

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

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

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false 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.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge,

information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 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.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 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. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 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 herein 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 any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Liquidated damages assessed against the Contractor.

19.4.1.4 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.5 Damage to the District or other contractor(s).

19.4.1.6 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.7 Failure to store and properly secure materials.

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.9 Failure of the Contractor to maintain As-Built Drawings.

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

19.4.1.11 Unauthorized deviations from the Contract Documents.

19.4.1.12 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.13 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the

period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.14 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.15 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.16 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.17 Failure to properly maintain or clean up the Site.

19.4.1.18 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.19 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.20 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.21 Failure to pay any royalty, license or similar fees.

19.4.1.22 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.23 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 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 **FORTY-EIGHT (48)** hours' 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 that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, 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.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, 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 its Sub-subcontractors in a similar manner.

19.5.2 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.

19.5.3 Joint Checks

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

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 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.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.4 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.5 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and 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 without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible 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 unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to 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.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the 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 District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, 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 final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that 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.

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

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 **Retention**

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, 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 pursuant to Public Contract Code section 22300.

21.4 **Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. **UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. **NONCONFORMING WORK AND CORRECTION OF WORK**

23.1 **Nonconforming Work**

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector 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 additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 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 hereunder, 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. 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 hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

24.4.4 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.5 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.4.6 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.4.7 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule

of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17. A Notice of Potential Change or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute,

claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 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 of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation.

25.4.1.2 The Claim shall include an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a claim.

25.4.3 Failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, 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** to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 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. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.5.1.2 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. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this 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 section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, 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 dispute. 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.

25.5.2.1.1.1 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. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and 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 outside this section.

25.5.3.1.1 For purposes of this section, 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.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 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 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.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet

and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall

schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a

signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

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

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

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

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's

work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, 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 the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure

compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

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

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Fingerprinting
12. Disabled Veteran Business Enterprises
13. Construction Manager
14. Program Manager
15. Federal Funds
16. Preliminary Schedule of Values

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

2. Modernization Projects

2.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to

school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

3.1 Badges must be filled out in full and contain the following information:

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

3.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Substitution for Specified Items

4.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

4.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

4.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

4.2 A request for a substitution shall be submitted as follows:

4.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

4.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

4.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

4.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

4.3.2 Available maintenance, repair or replacement services;

4.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

4.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

4.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

4.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

4.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

4.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

4.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

4.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

4.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net

difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

4.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

4.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

4.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

6. Owner-Controlled or Wrap-Up Insurance Program

Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP") as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:

[Commercial General Liability]	Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards	[E.G. \$5,000,000]
[Automobile Liability – Any Auto]	Bodily Injury and Property Damage	[E.G. \$5,000,000]
[Workers Compensation]		Statutory limits pursuant to State law
[Employers' Liability]		[E.G. \$1,000,000]

7. Insurance Policy Limits

All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	[E.G.] Low Risk: \$1,000,000 per occurrence; \$2,000,000 aggregate
		Intermediate Risk: \$2,000,000 per occurrence; \$4,000,000 aggregate
		High Risk: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	[E.G.] Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
		Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers’ Compensation		Statutory limits pursuant to State law
Employers’ Liability		[E.G. \$0]
Builder’s Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		[E.G. \$0]

8. Permits, Certificates, Licenses, Fees, Approvals

8.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

8.1.1 _____

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such

items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

8.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities

8.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements):

8.2.1.1 Projects that disturb less than one acre of land and are not part of a larger common plan of development or sale, in accordance with Title 24, Chapter 5.106.1, shall prevent the pollution of stormwater runoff from the construction activities through one or more of the following measures:

8.2.1.1.1 Comply with lawfully enacted stormwater management and/or erosion control ordinance.

8.2.1.1.2 Prevent loss of soil through wind or water erosion by adhering to a Storm Water Pollution Prevention Plan ("SWPPP") implementing an effective combination of erosion and sediment control and good housekeeping best management practices ("BMPs").

8.2.1.1.2.1 Soil loss BMP's that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

8.2.1.1.2.1.1 Scheduling construction activity during dry weather, when possible.

8.2.1.1.2.1.2 Preservation of natural features, vegetation, soil, and buffers around surface waters.

8.2.1.1.2.1.3 Drainage swales or lined ditches to control stormwater flow.

8.2.1.1.2.1.4 Mulching or hydroseeding to stabilize disturbed soils.

8.2.1.1.2.1.5 Erosion control to protect slopes.

8.2.1.1.2.1.6 Protection of storm drain inlets (gravel bags or catch basin inserts).

8.2.1.1.2.1.7 Perimeter sediment control (perimeter silt fence, fiber rolls).

8.2.1.1.2.1.8 Sediment trap or sediment basin to retain sediment on site.

8.2.1.1.2.1.9 Stabilized construction exits.

8.2.1.1.2.1.10 Wind erosion control.

8.2.1.1.2.1.11 Other soil loss BMP's acceptable to the enforcing agency.

8.2.1.1.2.2 Good housekeeping BMP's to manage construction equipment, materials, non-stormwater discharges, and wastes that should be considered for implementation as appropriate for each project include, but are not limited to, the following:

8.2.1.1.2.2.1 Dewatering activities.

8.2.1.1.2.2.2 Material handling and waste management.

8.2.1.1.2.2.3 Building materials stockpile management.

8.2.1.1.2.2.4 Management of washout areas (concrete, paints, stucco, etc.).

8.2.1.1.2.2.5 Control of vehicle/equipment fueling to contractor's staging area.

8.2.1.1.2.2.6 Vehicle and equipment cleaning performed off site.

8.2.1.1.2.2.7 Spill prevention and control.

8.2.1.1.2.2.8 Other housekeeping BMP's acceptable to the enforcing agency.

8.2.1.2 Projects that disturb one acre or more of land, or disturb less than one acre of land but are part of a larger common plan of development or sale shall comply with all lawfully enacted stormwater discharge regulations in accordance with Title 24, Chapter 5.106.2.

8.2.2 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

8.2.3 At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

8.2.3.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

8.2.3.2 Monitoring any Numeric Action Levels (NALs), if applicable.

9. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement ("PLA"), which covers this Project. Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs showing the name, address, social security number, work classification, 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 the Contractor and/or each subcontractor in connection with the Work.

10. As-Builts and Record Drawings

10.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of As-Built Drawings on vellum or mylar.

10.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of Record Drawings on vellum or mylar].

11. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

12. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

13. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. _____ is the Construction Manager for this Project.

14. Program Manager

_____ is the Program Manager designated for the Project that is the subject of this Contract.

15. Federal Funds

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

27.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each

classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

27.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

27.1.2.1 The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

27.1.2.2 The classification is utilized in the area by the construction industry; and

27.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

27.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

27.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

27.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

27.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

27.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the

Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

27.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

27.3 Payrolls and basic records.

27.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and

Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

27.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

27.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

27.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

27.3.3.3 That such information is correct and complete;

27.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

27.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

27.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

27.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

27.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

27.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

27.4 Apprentices and trainees

27.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

27.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

27.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

27.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

27.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

27.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

27.10 Certification of eligibility.

27.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is

a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

27.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

27.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

27.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

16. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

16.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

16.1.2.3.1 Mobilization and layout combined to equal not more than **[1]**%;

16.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[3]**%;

16.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2]**%.

END OF DOCUMENT

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:
 - (1) Upgrade to mechanical system, and electrical utilities, in support of mechanical work at Building Wings 10 (Administration) and 30 (Library); includes selective demolition of existing systems, installation of ground mounted mechanical units, associated electrical work, patching of existing finishes, and new enclosure to protect new exterior mechanical units; removal, temporary storage, and re-installation of electrical fixtures and finish items.

1.03 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:
 - (1) Asbestos removal/abatement.
 - (2) Lead paint removal/abatement.

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings
 - (2) Specifications
 - (3) Addenda
 - (4) Change Orders and other modifications to the Contract
 - (5) Reviewed shop drawings, product data, and samples
 - (6) Field test records
 - (7) Inspection certificates
 - (8) Manufacturer's certificates
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES

A. Included in the Contract, a stipulated sum/price of **[INSERT AMOUNT]** as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Bid Form and Proposal;
- D. Instruction to Bidders.

1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

- A. _____
- B. _____

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

A. _____

B. _____

END OF DOCUMENT

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

- (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 01 29 00-1**

**CONDITIONAL WAIVER AND RELEASE
ON 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.

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 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. 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): \$_____

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 01 29 00-2**

- (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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON 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.

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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
ON 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.

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: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON 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.

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: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Contractor's field office.
- C. The Contractor shall notify and invite the following entities ("Invitees"):
 - (1) District Representative.
 - (2) Contractor.
 - (3) Contractor's Project Manager.
 - (4) Contractor's Superintendent.
 - (5) Subcontractors, as appropriate to the agenda of the meeting.
 - (6) Suppliers, as appropriate to the agenda of the meeting.
 - (7) Construction Manager, if any.
 - (8) Architect
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes,

those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

ACTIVITY DESCRIPTION

REQUIRED COMPLETION

CONSTRUCTION STARTS

[DATE]

1.04 QUALIFICATIONS

A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.

- (1) The written statement shall identify the individual who will perform CPM scheduling.
- (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
- (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
- (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
- (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to

have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.

- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
 - (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use SOFTWARE AGREED UPON BY OWNER AND ARCHITECT. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
 - (1) Identify Project with District Contract number and name of Contractor.
 - (2) Provide space for Contractor's approval stamp and District's review stamps.
 - (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.

- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 - (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
 - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.

- (4) District furnished materials and equipment, if any, identified as separate activities.
- (5) Activities for maintaining Project Record Documents.
- (6) Dependencies (or relationships) between activities.
- (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
- (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
- (9) Activity description; what Work is to be accomplished and where.
- (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.

- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
 - (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Contractor to clarify its schedule.

- (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
 - (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.

- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
 - (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
 - (3) Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.

- (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.13 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14)

calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.

- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
 - (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
 - (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
 - (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.
- C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
 - (2) Activities by late start.
 - (3) Activities grouped by Subcontractors or selected trades.
 - (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.
- D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - (2) Progress made on critical activities indicated on CPM Schedule.
 - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
 - (4) Explanations for any schedule changes, including changes to logic or to activity durations.
 - (5) List of critical activities scheduled to be performed next month.
 - (6) Status of major material and equipment procurement.
 - (7) Any delays encountered during reporting period.
 - (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Contractor shall explain all variances and mitigation measures.

- (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are 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 all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
 - (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

- (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
- (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

- I. Submitted drawings and details must bear stamp of approval of Contractor:
 - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Contractor, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.
 - (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

- (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
 - D. Samples to be shipped prepaid or hand-delivered to the District.
 - E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
 - F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
 - G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
 - H. After a material has been approved, no change in brand or make will be permitted.
 - I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
 - J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
 - K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.

- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
 - (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
 - (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 - (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 - (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 - (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
- (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
- (8) California Referenced Standards Code, Part 12, Title 24, CCR.
- (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
- (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
- (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
 - (b) DSA PR 13-02 – Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

- (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
 - (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
 - (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
 - (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	The Aluminum Association
2.	AAMA	American Architectural Manufacturers Association
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ABPA	Acoustical and Board Products Association
5.	ACI	American Concrete Institute
6.	AGA	American Gas Association
7.	AGC	Associated General Contractors of America
8.	AHC	Architectural Hardware Consultant
9.	AHRI	Air Conditioning, Heating, Refrigeration Institute
10.	AI	Asphalt Institute
11.	AIA	American Institute of Architects
12.	AIEE	American Institute of Electrical Engineers
13.	AISC	American Institute of Steel Construction
14.	AISI	American Iron and Steel Institute
15.	AMCA	Air Moving and Conditioning Association
16.	ANSI	American National Standards Institute
17.	APA	American Plywood Association
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASSE	American Society of Civil Engineers
20.	ASME	American Society of Mechanical Engineers
21.	ASTM	American Society of Testing and Materials
22.	AWPA	American Wood Protection Association
23.	AWPI	American Wood preservers Institute
24.	AWS	American Welding Society
25.	AWSC	American Welding Society Code
26.	AWI	Architectural Woodwork Institute

27.	AWWA	American Water Works Association
28.	BIA	The Brick Industry Association
29.	CCR	California Code of Regulations
30.	CLFMI	Chain Link Fence Manufacturers Institute
31.	CRA	California Redwood Association
32.	CRSI	Concrete Reinforcing Steel Institute
33.	CS	Commercial Standards
34.	CSI	Construction Specifications Institute
35.	CTI	Cooling Tower Institute
36.	FGMA	Flat Glass Manufacturer's Association
37.	FIA	Factory Insurance Association
38.	FM	Factory Mutual Global
39.	FS/FED SPEC	Federal Specification
40.	FTI	Facing Title Institute
41.	GA	Gypsum Association
42.	IAPMO	International Association of Plumbing and Mechanical Officials
43.	ICC	International Code Council
44.	IEEE	Institute of Electrical and Electronic Engineers
45.	IES	Illumination Engineering Society
46.	LIA	Lead Industries Association
47.	MCAC	Mason Contractors Association of California
48.	MIMA	Mineral Wool Insulation Manufacturers Association
49.	MLMA	Metal Lath Manufacturers Association
50.	MS/MIL SPEC	Military Specifications
51.	NAAMM	National Association of Architectural Metal Manufacturers
52.	NBHA	National Builders Hardware Association
53.	NBFU	National Board of Fire Underwriters
54.	NBS	National Bureau of Standards
55.	NCMA	National Concrete Masonry Association
56.	NCSEA	National Council of Structural Engineers Associations
57.	NEC	National Electrical Code
58.	NEMA	National Electrical Manufacturers Association
59.	NSI	Natural Stone Institute
60.	NTMA	National Terrazzo and Mosaic Association
61.	NWMA	National Woodwork Manufacturer's Association
62.	ORS	Office of Regulatory Services (California)
63.	OSHA	Occupational Safety and Health Act
64.	PCI	Precast Concrete Institute
65.	PCA	Portland Cement Association
66.	PDCA	Painting and Decorating Contractors of America
67.	PDI	Plumbing Drainage Institute
68.	PEI	Porcelain Enamel Institute
69.	PG&E	Pacific Gas & Electric Company
70.	PS	Product Standards
71.	SDI	Steel Door Institute; Steel Deck Institute
72.	SJI	Steel Joist Institute
73.	SSPC	Steel Structures Painting Council

74.	TCNA	Tile Council of North America
75.	TPI	Truss Plate Institute
76.	UBC	Uniform Building Code
77.	UL	Underwriters Laboratories Code
78.	UMC	Uniform Mechanical Code
79.	USDA	United States Department of Agriculture
80.	VI	Vermiculite Institute
81.	WCLIB	West Coast Lumberman's Inspection Bureau
82.	WEUSER	Western Electric Utilities Service Engineering Requirements
83.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

REFERENCES**PART 1 - GENERAL****1.01 SCHEDULE OF REFERENCES:**

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 www.aabc.com	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 550 Schaumburg, IL 60173-4268 www.aamanet.org	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 N Capitol St. NW - Suite 249 Washington, DC 20001 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709 2215 www.aatcc.org	919/549-8141
ACA	American Coatings Association 1500 Rhode Island Ave., NW Washington DC, 20005 www.paint.org	202/462-6272

ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org	248/848-3700
ACPA	American Concrete Pipe Association 8445 Freeport Parkway, Suite 350 Irving, TX 75063-2595 www.concrete-pipe.org	972/506-7216
ADC	Air Duct Council 1901 N. Roselle Road, Suite 800 Schaumburg, Illinois 60195 www.flexibleduct.org	847/706-6750
AF&PA	American Forest and Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	859/288-4960
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction 130 East Randolph Street Suite 2000 Chicago, IL 60601 www.aisc.org	312.670.2400

AIA	American Insurance Association (formerly the National Board of Fire Underwriters) 555 12th St, NW, Suite 550 Washington DC 20004 www.aiadc.org	202/828-7100
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452.7100
AITC	American Institute of Timber Construction 7012 S. Revere Parkway Suite 140 Centennial, CO 80112 www.aitc-glulam.org	503/639.0651
ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
ANLA	American Nursery & Landscape Association (now AmericanHort) 525 9 th St NW, Suite 80 Washington, DC 20004 www.americanhort.org	202/789-2900
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC, 20036 www.ansi.org	202/293.8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600

APA	Architectural Precast Association 325 John Know Rd, Ste L103 Tallahassee, FL 32303 www.archprecast.org	850/205.5637
ARI	Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute) 2111 Wilson Blvd, Suite 500 Arlington, VA 22201 www.ahrinet.org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Public Information Department 750 National Press Building 529 14th Street, NW Washington, DC 20045 www.asphaltroofing.org	202/591-2450
ASA	The Acoustical Society of America ASA Office Manager Suite 1N01 2 Huntington Quadrangle Melville, NY 11747-4502 http://asa.aip.org	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990 www.asme.org	800/434-2763
ASPE	American Society of Plumbing Engineers 2980 S River Rd. Des Plaines, IL 60018 http://aspe.org	847/296-0002

ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 901 Canterbury, Suite A Westlake, Ohio 44145 www.asse-plumbing.org	440/835-3040
ASTM	ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association P.O. Box 361784 Birmingham, AL 35236-1784 www.awpa.com	205/733-4077
AWPI	American Wood Preservers Institute 2750 Prosperity Ave. Suite 550 Fairfax, VA 22031-4312 www.arcat.com	800/356-AWPI 703/204-0500
AWS	American Welding Society 8669 Doral Boulevard, Suite 130 Doral, Florida 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794 7711

BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th floor New York, NY 10017 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 1850 Centennial Park Drive, Suite 301 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 14501 George Carter Way, Suite 103 Chantilly VA 20151-2923 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 1064 Delaware Avenue SE Atlanta, GA 30316 www.cispi.org	404/622-0073
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 www.associationsites.com/main-pub.cfm?usr=clfma	410/290-6267
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 www.cpsc.gov	301/504-7923 800/638-2772
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949 www.calredwood.org	415/382-0662

CRI	Carpet and Rug Institute P.O. Box 2048 Dalton, Georgia 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 110 South Union Street, Suite 100 Alexandria VA 22314 www.csinet.org	800/689-2900
CTIOA	Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 www.ctioa.org	310/574-7800
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 14150 Newbrook Dr. Chantilly, VA 20151 www.dhi.org	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 2000 2nd Avenue, South Suite 429 Birmingham, AL 35233 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, D.C. 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040

EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 7439 Millwood Drive West Bloomfield, MI 48322 www.fcica.com	248/661-5015 877/TO-FCICA
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	202/619-8925
GA	The Gypsum Association 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782 www.gypsum.org	301/277-8686
GANA	Glass Association of North America 800 SW Jackson St., Suite 1500 Topeka, KS 66612-1200 www.glasswebsite.com	785/271-0208
HMA	Hardwood Manufacturers Association 665 Rodi Road, Suite 305 Pittsburgh, PA 15235 http://hmamembers.org	412/244-0440
HPVA	Hardwood Plywood & Veneer Association 1825 Michael Faraday Drive Reston, Virginia 20190 www.hpva.org	703/435-2900

IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MIA	Marble Institute of America 28901 Clemens Rd, Ste 100 Cleveland, OH 44145 www.marble-institute.com	440/250-9222
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591 800/550-7889

MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 www.naima.org	703/684-0084
NAPA	National Asphalt Pavement Association 5100 Forbes Blvd. Lanham, MD USA 20706-4407 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 LB9 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.ncma.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 www.necanet.org	301/657-3110
NEMA	National Electrical Manufacturers Association 1300 North 17th Street, Suite 1752 Rosslyn, Virginia 22209 www.nema.org	703/841-3200

NEII	National Elevator Industry, Inc. 1677 County Route 64 P.O. Box 838 Salem, New York 12865-0838 www.neii.org	518/854-3100
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, Massachusetts USA 02169-7471 www.nfpa.org	617/770-3000
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818
NIA	National Insulation Association 12100 Sunset Hills Road, Suite 330 Reston, VA 20190 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International P.O. Box 130140 789 N. Dixboro Road Ann Arbor, MI 48113-0140, USA www.nsf.org	800/673-6275 734/769-8010
NTMA	National Terrazzo and Mosaic Association PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, D.C. 20210 www.osha.gov	800/321-OSHA (6742)

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 500 New Jersey Ave., N.W. 7 th Floor Washington, D.C. 20001 www.cement.org	847/966-6200 202/408-9494
PCI	Precast/Prestressed Concrete Institute 200 W. Adams St. #2100 Chicago, IL 60606 www.pci.org	312/786-0300
PDCA	Painting and Decorating Contractors of America 2316 Millpark Drive, Ste 220 Maryland Heights, MO 63043 www.pdca.com	800/332-PDCA (7322) 314/514-7322
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 www.porcelainenamel.com	770/676-9366
PG&E	Pacific Gas & Electric Company www.pge.com	800/743-5000
PLANET	Professional Landcare Network 950 Herndon Parkway, Suite 450 Herndon, Virginia 20170 www.landcarenetwork.org	703/736-9666 800/395-2522 703/736-9668
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange GA 30240 www.rfci.com	706/882-3833
RIS	Redwood Inspection Service 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 www.redwoodinspection.com	925/935-1499
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021 www.sdi.org	847/458-4647

SDI	Steel Door Institute 30200 Detroit Road Westlake, Ohio 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 500 East Yale Loop Irvine, CA 92614 www.stuccomfgassoc.com	949/387.7611
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, Virginia 20151-1219 www.smacna.org	703/803-2980
SPI	SPI: The Plastics Industry Trade Association, Inc. 1667 K St., NW, Suite 1000 Washington, DC 20006 www.plasticsindustry.org	202/974-5200
SSPC	Society for Protective Coatings (formerly the Steel Structures Painting Council) 40 24th St 6th Fl Pittsburgh, PA 15222 www.sspc.org	412/281-2331 877/281-7772
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 218 North Lee Street, Suite 312 Alexandria, VA 22314 www.tpinst.org	703/683-1010
TPI	Turfgrass Producers International 2 East Main Street East Dundee, IL 60118 www.turfgrassod.org	800/405-8873 847/649-5555

TCIA	Tree Care Industry Association (formerly the National Arborist Association) 136 Harvey Road, Suite 101 Londonderry, NH 03053 www.tcia.org	800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 150 Whitman Avenue Edison, NJ. 08817 www.vermiculiteinstitute.org	732/287-2244
UL	Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 401 North Michigan Avenue Suite 2200 Chicago, IL 60611 www.wallcoverings.org	312/321-5166

WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 or 6980 S.W. Varns Tigard, OR 97223 www.wclib.org	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, New York 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 401 N. Michigan Avenue, Suite 2200 Chicago, IL 60611 or 2025 M Street, NW, Ste. 800 Washington, D.C. 20036-3309 www.wdma.com	312/321-6802 202/367-1157
WI	Woodwork Institute P.O. Box 980247 West Sacramento, CA 95798 www.wicnet.org	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, California 92865 www.wwcca.org	714/221-5520
WWPA	Western Wood Products Association 522 SW Fifth Ave., Suite 500 Portland, OR 97204-2122 www2.wwpa.org	503/224-3930

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Design Professional shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.

- D. The District may at its discretion, pay and then back charge the Contractor for:
 - (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.

- E. Testing and inspection reports and certifications:
 - (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager, if any;
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Contractor.

 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)

- B. Slump Test
ASTM C 143

- C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:

- (1) Compressive Strength:

- (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
- (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
- (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.
- (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
- (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.

D. Reinforcing, Steel

E. Structural Steel Per Title 24 and as noted:

- (1) Material: Steel per Table in Title 24, Section 2712.
- (2) Qualification of Welders (UBC Std. 27-6).
- (3) Shop fabrication (Section 2712(d). Structural steel only).
- (4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting:
 - (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation:
 - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to

protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

- F. Fire Protection:
 - (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
 - (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.
- G. Trash Removal:
 - (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.
- H. Field Office:
 - (1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use the corridor adjacent to the construction area for an office area, if approved in writing by District.
 - (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.
- I. Temporary Facilities:
 - (1)

1.03 CONSTRUCTION AIDS:

- A. Plant and Equipment:
 - (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
 - (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.
- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
 - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
 - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
 - (5) Excavation around Trees:
 - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and

larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

- (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
- (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

- (1) Equipment and impact tools shall have intake and exhaust mufflers.

- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.

- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.
- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

FIELD OFFICES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Requirements for Field Offices and Field Office Trailers.

1.03 SUMMARY:

- A. General: Contractor shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.
- B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.
- C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

1.04 SUBMITTALS:

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.
- B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.

- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

1.05 QUALITY ASSURANCE

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

1.06 REGULATORY REQUIREMENTS

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.
- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").
- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

PART 2 – PRODUCTS

2.01 FIELD OFFICE TRAILER

- A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.
- C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.
 - (1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.
 - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
 - (3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.
 - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
 - (5) HVAC:
 - (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.
 - (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.
 - (8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.

- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

2.02 FIELD OFFICE TRAILER ITEMS

- A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
 - (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.
 - (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.
 - (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.
 - (4) Waste Baskets: Two (2) waste baskets, one at each desk.
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
 - (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
 - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
 - (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
 - (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
 - (5) Plan Rack: One (1) wheel mounted plan rack.
 - (6) Waste Baskets: One (1) large waste basket.
 - (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
 - (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:
 - (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
 - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.

- (c) Print, send/receive facsimile from any connected workstation.
 - (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
 - (e) Print Speed: Twenty (20) pages per minute, minimum.
 - (f) Copies: Twenty (20) copies per minute, minimum.
 - (g) Document Handler: Forty (40) sheet, minimum
 - (h) Collator: Forty (40) bin, minimum, with stapling.
 - (i) Duplexing: Capable.
 - (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.
 - (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
 - (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
 - (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
 - (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
 - (o) Halftone: Sixty-four (64) levels.
 - (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:
- (a) Unlimited Service Calls.
 - (b) Same Day Response.
 - (c) All parts, labor, preventative maintenance and mileage.

- (d) All chemicals, such as toner, fixing agent, and the like.
 - (e) System training and setup.
- (10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
- (a) Location: As directed by District.
 - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
 - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

2.03 UTILITY AND SERVICES

- A. Telephone Service: Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

2.04 FINISHES

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.
- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
 - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Contractor, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Contractor's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installing Contractor(s) Responsibilities:

- (1) Owner-Furnished/Contractor Installed ("OFCI"): Furnished by the Owner; installed by the Installing Contractor.
 - (a) General: Owner and Installing Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor.
 - (d) The Installing Contractor shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package contractors and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and

Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
- 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
- 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.

C. Compatibility with Space and Service Requirements:

- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
- (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.

D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.

- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

- A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:
 - (1) Survey work required in execution of the Project.
 - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - (1) Make no changes or relocation without prior written notice to District and Architect.
 - (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - (1) Make several parts fit together properly.
 - (2) Uncover portions of Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace Work not conforming to requirements of Contract Documents.
 - (5) Remove Samples of installed Work as specified for testing.
 - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - (7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
 - (1) The work of the District or other trades.
 - (2) Structural value or integrity of any element of Project.
 - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - (4) Efficiency, operational life, maintenance or safety of operational elements.
 - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
 - (1) Identification of Project.
 - (2) Description of affected Work.
 - (3) Necessity for cutting, alteration, or excavations.
 - (4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - (5) Description of proposed Work:
 - (a) Scope of cutting, patching, alteration, or excavation.
 - (b) Trades that will execute Work.
 - (c) Products proposed to be used.
 - (d) Extent of refinishing to be done.
 - (6) Alternates to cutting and patching.
 - (7) Cost proposal, when applicable.
 - (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

- (9) Written permission of District or other District contractor(s) whose work will be affected.

1.04 QUALITY ASSURANCE:

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION:

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with

requirements of the Contract Documents and as required to match surrounding areas and surfaces.

- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

- C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.
- B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

- B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:
 - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:

- (1) Provide files and racks for storage of Record Documents.
- (2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT

COMMISSIONING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor’s Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.
- C. Submittal Procedures: Procedures for submittal of product data and quality assurance submittals.
- D. Closeout Procedures: General closeout requirements.
- E. Sustainable Design Closeout Documentation: Closeout requirements relating to sustainable design certification.
- F. Appropriate Sections of Divisions 15 and 16 specify closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

1.02 SECTION INCLUDES

- A. Equipment and system commissioning, including the following:
 - (1) Completion of commissioning procedures on specific equipment and systems as indicated under “Related Documents and Provisions” above.
 - (2) Verification of operational and functional performance of specific equipment and systems for compliance with the “Design Intent” as described in the “Related Documents and Provisions” indicated above.

1.03 REFERENCES

- A. [ASTM International (ASTM)]:
 - (1) [ASTM X000-00, Title of Standard].
 - (2) [ASTM X000-00, Title of Standard].
- B. [Name of Organization (Organization Acronym)]:
 - (1) [Acronym, Standard or Document Number and Date of Issue, Title of Standard or Document].

1.04 DEFINITIONS

- A. Commissioning: The process of verifying that the installation and performance of selected building systems meet or exceed the specified design criteria and therefore satisfy the design intent.
- B. Deficiencies and Resolutions List: List of noted deficiencies discovered as result of commissioning process.
- C. Final Commissioning Report: Overall final commissioning document, prepared by the Systems Commissioning Authority, which details the actual commissioning procedures performed, inspection and testing results, and the final version of the deficiencies and resolutions list indicating that all issues discovered through the commissioning process have been verified as resolved.
- D. Functional Performance Testing Process: Documented testing of system parameters, under actual or simulated operating conditions.
- E. Pre-Commissioning Checklists: Installation and start-up items to be completed by the appropriate party prior to operational verification through functional testing.
- F. Physical Inspection Process: On-site inspection and review of related system components for conformance to the specifications.
- G. Systems Commissioning Authority (SCA): Independent entity under contract directly with the District or District's Representative responsible for performing the specified commissioning procedures.

1.05 DESCRIPTION OF CONSTRUCTION PHASE COMMISSIONING PROCESS

- A. As soon as practicable after the [bid award] [start of construction] the Systems Commissioning Authority (SCA) will conduct a pre-installation commissioning "kick-off" meeting with the contractors. Parties directly affected by the commissioning work will be required to attend. The SCA will explain the commissioning process in detail, and identify specific commissioning related responsibilities of the various parties.
- B. Commissioning status meetings will be scheduled to occur during construction to monitor progress and to help facilitate the commissioning process. Contractor representatives will be required to attend these meetings.
- C. Once contractors have provided the SCA with written verification indicating completion of installation and startup procedures, the SCA will conduct an on-site physical inspection of the specific systems and equipment.
- D. Upon confirmation of system readiness, the SCA will schedule with the contractors to perform functional compliance with the project specifications and drawings. The SCA will oversee the process and will provide the format and documentation for these tests.

- E. Deficiencies noted during these tests will be documented on the Deficiencies and Resolutions list. When corrected, issues will be resolved at the time of discovery. The responsible Contractor will resolve all other issues at a later date. All deficiencies will be noted by the SCA as either resolved or pending resolution.
- F. The construction commissioning process will be complete when all noted deficiencies have been corrected, proved to be compliance with the project specifications or otherwise resolved to the satisfaction of the District.

1.06 SYSTEMS COMMISSIONING AUTHORITY'S DUTIES AND RESPONSIBILITIES

- A. Meet and communicate with the District's representatives, Construction Manager, if any, Contractors, equipment manufacturers' representatives, Architect, Engineer and others as needed, to facilitate the commissioning process.
- B. Review commissioning related specifications, submittals and construction documents. Communicate noted deficiencies and concerns to the District, Architect and Engineer.
- C. Develop detailed and specific functional testing procedures for equipment and systems to be commissioned.
- D. Develop testing, adjusting and balancing (TAB) specifications. Oversee the TAB process.
- E. Perform site inspections and verify contractor readiness for the functional testing process. Document deficiencies for future resolution.
- F. Witness contractor performed functional testing process as appropriate to verify contractor compliance with the functional testing procedures. Document deficiencies for future resolution.
- G. Provide the District, Construction Manager, Contractor, Architect, and Engineer with a Final Commissioning Report to document the commissioning process and to verify that the commissioning process is complete.

1.07 DUTIES AND RESPONSIBILITIES OF OTHERS FOR COMMISSIONING

- A. The commissioning process will require the active participation of persons qualified to represent the District, Mechanical Engineer, Electrical Engineer, General Contractor, Equipment Manufacturers' Representatives, Mechanical Contractor, HVAC Contractor, Controls Contractor, TAB Contractor, Electrical Contractor, and other specific subcontractors, as deemed appropriate. The SCA will witness the final functional performance commissioning process. Participants shall include in their contracts all costs necessary to participate in and complete the commissioning process.
- B. Contractor will assure the participation and co-operation of Subcontractors, as required to complete the commissioning process.

- C. The District will assure the participation of their chosen representatives as required to complete the commissioning process.
- D. The Architect will assure the participation of necessary representatives from the Design Team as required to complete the commissioning process. Design team members will provide prompt replies to requests for information issued during the commissioning process.
- E. It is the Contractor's specific responsibility to complete their respective start-up and checkout procedures, and to insure the complete readiness of equipment and systems, prior to the start of the functional performance testing phase. The SCA shall request written confirmation of system readiness for performance testing, from the appropriate subcontractor or Contractor. Once the SCA is provided with confirmation of all related systems completion, the actual date and times for the functional performance testing process will be confirmed. Contractors shall provide sufficient time, and qualified representatives, to complete this process.
- F. After a second failure of a system to successfully meet the criteria as set forth in the functional performance testing process, the Contractor shall reimburse the District for all costs associated with any additional re-testing efforts made necessary due to remaining Contractor related system deficiencies previously reported by the Contractor as corrected. These costs shall include salary, travel costs and per diem lodging costs (where applicable) for the SCA. Rates to be used:

Mileage:	\$0.35/Mile
Per Diem Lodging:	\$115.00/Day
Salary:	\$100.00/Hour
- G. Training on related systems and equipment operation and maintenance shall only be scheduled to commence after final performance commissioning is satisfactorily completed, and systems are verified to be 100 percent complete and functional.

1.08 SUBMITTALS

- A. Submit under provisions of Document 01 33 00 Submittals.
- B. Pre-Commissioning Checklist Forms: Submit two (2) signed copies of the checklist forms to the SCA upon completion of all listed items.
- C. Equipment Manufacturer's Startup Forms: Submit two (2) completed copies of the installation and startup checklists provided by the equipment manufacturers to the SCA.
- D. Test Reports: Submit two (2) copies of test reports for equipment and systems to the SCA.
- E. Control Schematics: Submit two (2) copies of the control schematics for equipment, systems, and subsystems to the SCA.

- F. Inspection Records: Submit two (2) copies of the records of inspections for code compliance, and approved permits and licenses to operate the equipment and systems to the SCA.
- G. Operating Data: Submit two (2) copies of equipment and system operating data including all necessary instructions to facilitate operation to specified performance standards to the District.
- H. Maintenance Data: Submit two (2) copies of equipment and system maintenance data including all necessary information required to maintain the equipment and systems in continuous operation, such as the testing, balancing and adjusting report and the as-built drawings.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

SECTION 02 4119
MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Remove existing materials and finishes as indicated and as necessary to permit new work.
 - 1. Removal of designated mechanical and plumbing equipment.
 - 2. Removal of designated electrical equipment.
 - 3. Removal of pavement and soil at new enclosure. Dispose of materials in a legal manner.
- B. Disposal of materials.
- C. Identification of utilities.
- D. Salvaging, storing, and protecting existing work to remain or to be removed and re-installed.
 - 1. Refer to items scheduled at end of section.

1.02 RELATED SECTIONS

- A. Section 01 1100 - Summary of Work: Work sequence and continued occupancy of the building.
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary enclosures, security at occupied areas, and cleanup during construction.

1.03 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped utilities.

1.04 REGULATORY REQUIREMENTS

- A. Conform to TITLE 24 CBC code for demolition work and products requiring electrical disconnection and re-connection .
- B. Do not close or obstruct egress from any building exit or site exit.
- C. Do not disable or disrupt building fire or life safety systems without 10 (ten) days prior written notice to Owner.
- D. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.05 SEQUENCING

- A. Sequence work under the provisions of Section 01 3213.

1.06 SCHEDULING

- A. Schedule work under the provisions of Section 01 3213.
- B. Schedule work to coincide with new construction.
- C. Coordinate demolition with other trades to assure the proper sequence, limits, methods and time of performance. Schedule work so as to impose a minimum of hardship on the present operation of facilities and the performance of the work of other trades or contracts.
- D. Perform noisy, malodorous, or dusty work. Conform to more stringent requirements of local authorities having jurisdiction, when applicable:

1. Between the hours of 7:00 am and 5:00 pm.

1.07 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Use all means necessary to protect existing objects and construction to remain. In the event of damage, make all repairs and replacements necessary for approval of Architect at no additional cost to the Owner.
- C. Protective measures: Provide all necessary safeguards, including warning signs and lights, barricades, and the like, for protection of the students, staff, contractor's employees and existing improvements during demolition. Prevent access of unauthorized persons to area of work
- D. Provide at least one person who shall be present at all times during execution of this portion of the work, be thoroughly familiar with the type of work being performed and the best methods for its execution and who shall direct all work performed under this Section.
- E. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION

3.01 PREPARATION

- A. Provide, erect, and maintain temporary barriers at necessary locations determined by the contractor and owner.
- B. Inspect the area of work and verify locations of all items designated to be removed or preserved.
- C. Do not begin demolition work until temporary barricades, warning signs and other forms of protection are installed.
- D. Erect and maintain weatherproof closures for exterior openings.
- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued occupancy of adjacent buildings.
- F. Protect existing materials and features that are not to be demolished.
- G. Prevent movement of structure; provide bracing and shoring.
 1. Be responsible for the adequacy and design of all temporary shoring and bracing systems.
- H. Notify affected utility companies before starting work and comply with their requirements.
- I. Mark location and termination of utilities.
- J. Provide appropriate temporary signage including signage for exit or building egress.

3.02 DEMOLITION

- A. Disconnect, remove, and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members and features indicated to remain.
 1. Cut openings in existing walls or roofs at locations necessary to accommodate new doors, windows, ductwork, piping, conduits, raceways or other building services or elements.

2. Demolish concrete curbs at locations of walls to be removed.
 3. Remove dry-rotted wood materials and other unsuitable materials as indicated and as required to provide sound substrates for other work.
 4. Use of explosives will not be permitted.
- C. Remove existing glazing, sealants, stops, and other elements at existing hollow metal frames indicated to receive new operable sash.
- D. Remove existing glazing, sealants, stops, trim and other elements of existing windows indicated to be replaced with new windows. Coordinate full extent of demolition with Section 08 5113 and Section 06 2000.
- E. Remove existing flooring, wall coverings, trim or other finishes in areas designated to receive new work.
- F. Remove existing construction only to the extent necessary for the proper installation of new construction and junction with existing work. Cut back finished surfaces to straight, plumb or level lines as required.
- G. Mechanical, Plumbing and Electrical systems : Demolish existing improvements as required to permit installation of new systems indicated. Refer to pertinent sections of Divisions 22, 23 and 26 for additional specific demolition required for mechanical, plumbing and electrical systems.
- H. Securely seal exposed ends of existing ductwork systems left open by demolition operations. Prevent entry of foreign matter. Protect these seals from damage until connected to new work.
- I. Remove all fasteners, anchors, supports and similar appurtenances from substrates indicated to remain. Leave substrates in good condition to receive new work.
1. Pull nails from wood framing. Unthread screws, do not pull out. Do not drive existing nails or screws flush.
 2. Remove suspended ceiling support wires.
 3. Remove staples, screws, and miscellaneous anchors from all gypsum board, wood paneling, masonry wall surfaces indicated to remain.
- J. Demolish as follows:
1. Portland cement concrete, asphalt concrete paving: Saw cut or core drill; jack-hammering of central areas away from saw-cut joint is acceptable for removing large areas of concrete. Cut back concrete or paving to clean, straight saw-cut lines. Provide wet vacuum equipment as required for control of waste cooling water.
 2. Modular materials such as ceiling, resilient and ceramic tile: Remove to a natural point of division in whole units to a joint line with no damaged or defective unit remaining to adjoin new construction.
 3. Gypsum wallboard: Remove to a joint line on a support.
 4. Wood trim: Remove to a natural existing joint line.
- K. Examine substrates and surfaces exposed by demolition for water damage, dryrot, decay, termite infestation or other structural failure. Request direction from the Architect if these conditions are discovered. Additional demolition beyond scope originally indicated may be required to fully remove damaged or unsuitable materials.
- L. Work not mentioned to be removed that interferes with new construction shall be cut to clean cut lines to provide for proper interface with new construction, or patching and repair, as required.

- M. All holes or trenches created by removal of underground piping or other facilities demolished shall be filled with clean soil and compacted to the density for fills specified. Do not backfill if subsequent excavation will occur at the same location. Do not backfill hole or trenches until inspected by the Soils Engineer or IOR.
- N. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- O. Remove materials as demolition progresses. Upon completion of demolition, leave areas in clean condition.
- P. Remove temporary facilities.

3.03 SALVAGE

- A. Items indicated to be salvaged shall be removed carefully, cleaned and stored in a protected location on or off the site until re installed; salvaged items to be delivered to the Owner shall also be removed carefully and presented to the Owner's designated representative.
- B. Owner may take possession of any items of salvage for his use if he desires. Provide incidental labor to relocate designated salvage for Owner's storage.
- C. Salvage existing wood trim of unique or unusual profile. Stockpile and re-install in new locations. Minimize provision of new materials.
- D. Salvage existing acoustic ceiling tile of unique or unusual patterns. Stockpile and re-install in new locations where patching is necessary to install new work of other sections. Minimize provision of new materials.

3.04 PATCHING

- A. Patch materials to remain when damaged by this work. Finish materials and appearance of the patch or repair work shall match the existing contiguous materials and finishes in all respects and shall be approved by Architect.
- B. Where openings are cut oversize or in improper location, replace the excess removed material as instructed by Architect at no additional cost to the Owner.

3.05 CLEAN-UP AND DISPOSAL

- A. Debris, waste, and removed materials, other than items to be salvaged, are Contractor's property for legal disposal off the site, as required by applicable Federal and State regulations. Continuously clean up and remove these items. Do not allow demolished items to accumulate. All materials to be disposed, shall meet the requirements of the Construction Waste Management program.
- B. Leave the site in a neat and orderly condition prepared for the work of other trades.

3.06 SCHEDULES

- A. Remove, store and protect the following materials and equipment:
 - 1. Existing wood casing and trim of special or unusual profile.
 - 2. Salvage all Door Hardware at existing mechanical closets for reinstallation in same location with new wood doors and frames. Notify owner and architect of and damaged materials. _____
 - 3. Light fixtures.

END OF SECTION

SECTION 03 1000

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: All labor, materials and equipment and all operations required to complete all formwork as indicated on the drawings; to produce shapes and configurations as shown, as required; and as specified herein, including:
 - 1. Forms, shores, bracing, removal and other operations as necessary for all cast-in-place concrete and masonry placed.
 - 2. Setting and securing anchor bolts and other metal items embedded in concrete into formwork, using materials and layouts furnished and delivered to jobsite as specified under other sections.
- B. Related Sections:
 - 1. Pertinent Sections of Division 03 specifying concrete construction.
 - 2. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete foundations and formwork.

1.02 REFERENCES

- A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 19A Concrete.
- B. American Concrete Institute (ACI) 347 "Recommended Practice for Concrete Formwork".
- C. American Plywood Association (APA) "Concrete Forming Guide".
- D. West Coast Lumberman Inspection Bureau (WCLIB) "Standard Grading Rules for West Coast Lumber".
- E. ACI SP-066 "ACI Detailing Manual".
- F. ACI 301 "Specifications for Structural Concrete".
- G. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice".

1.03 DESIGN REQUIREMENTS

- A. Design, engineer, and construct formwork, shoring and bracing to conform to design and code requirements, resist imposed loads; resultant concrete to conform to required shape, line and dimension.

1.04 SUBMITTALS

- A. Limitation of review: Structural Engineer's review will be required only where specifically requested for general architectural applications and features only. Contractor is responsible for structural stability, load-resisting characteristics and sufficiency of form work design.

1.05 QUALITY ASSURANCE

- A. General: All form materials shall be new at start of work. Produce high quality concrete construction. Minimize defects due to joints, deflection of forms, roughness of forms, nonconforming materials, concrete or workmanship.
- B. Reuse of Forms: Plywood forms may be reused, if thoroughly cleaned of all dirt, mortar, and foreign materials, and undamaged at edges and contact face. Reuse shall be subject to permission from the Architect without exception, and issued in writing. Reuse of any panel which will produce a blemish on exposed concrete, will not be permitted.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Form Materials:
 - 1. Non-Exposed Surface Formwork Facing: Forms for concrete which is not exposed to view, may be of plywood as specified for exposed surfaces, or square edge 1x nominal Douglas Fir, Construction Grade, S4S.
 - 2. Exposed Surface Formwork Facing:
 - a. Forms for all exterior and interior concrete flat surfaces unless otherwise specified as board formed shall be new Douglas Fir Plywood (APA) ply, 5/8-inch, B-B Plyform, Class 1, Exterior Type, oiled and edged and edge-sealed conforming to U.S. Product Standard PS 1 in large sheet sizes to achieve joint patterns shown.
 - b. All exposed concrete edges shall be chamfered 3/4" minimum or as noted on the drawings.
 - 3. Exposed Surface Formwork - Special Pattern Form Liner:
 - a. Forms for all exterior and interior concrete flat surfaces indicated shall be as designated by Architect.
- B. Earth Forms: Allowed, subject to soil standing in excavations without ravel or caving.
- C. Form Release Agent: Spray-on compound, not affecting color, bond or subsequent treatment of concrete surfaces. Maximum VOC content shall comply with local requirements and California Green Building Code.
- D. Accessories: Types recommended by manufacturers or referenced standards to suit conditions indicated;
 - 1. Anchors, spacers, void in-fill materials: sized to resist imposed loads.
 - 2. Form Ties: Prefabricated rod, flat band, or wire snap ties with 1" break-back or threaded internal disconnecting type with external holding devices of adequate bearing area. Ties shall permit tightening and spreading of forms and leave no metal closer than 1" to surface.

- E. Corner Chamfers and Rustications: Filleted, wood strip or foam type; sizes and shapes as detailed, or 3/4 x 3/4 inch size minimum if not detailed; maximum possible lengths.
- F. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.
- G. Foam Block Formwork: For use only where specified on drawings to create void space under or within concrete. ASTM D6817. 1 pound per cubic foot maximum density. 10 pounds per square inch minimum compressive strength at 10% deformation. 3.5 pounds per square inch minimum compressive resistance at 1% deformation. 8 pounds per square inch minimum compressive resistance at 5% deformation. InsulFoam Geofoam EPS15, or equivalent.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Inspect the substrate and the conditions under which concrete formwork is to be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates and conditions.
- B. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. If natural soil or compacted fill can be accurately cut and maintained, foundations and grade beams may be poured against earth without forming. Provide positive protection of trench top corners.
- B. Maintain earth forms free of water and foreign materials.

3.03 ERECTION – FORMWORK

- A. General: Construct formwork in accordance with calculations, and recommendations of Section 401 of ACI 347. Construct forms to the sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structure. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required. Use selected materials to obtain required finishes.
 - 1. Construct cambers specified in concrete members and slabs in the formwork.
 - 2. Schedule the work and notify other trades in ample time so that provisions for their work in the formwork can be made without delaying progress of the project. Install all sleeves, pipes, etc. for building services systems, or other work. Secure information about and provide for all openings, offsets, recessed nailing blocks, channel chases, anchors, ties, inserts, etc. in the formwork before concrete placement.
 - 3. Deflection: Formwork and concrete with excessive deflection after concrete placement will be rejected. Excessive deflection is that which will produce visible and noticeable waves in the finished concrete.

4. Measure formwork for elevated structural slabs, columns, wall elevations points of maximum camber and submit in writing to the Architect/Engineer prior to placing concrete.
- B. Formwork Construction: Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301. Uniform, substantial and sufficiently tight to prevent leakage of concrete paste, readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials. Tie, brace, shore, and support to insure stability against pressures from any source, without failure of any component part and without excessive deflection. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- C. Provide all openings, offsets, inserts, anchorages, blocking, and other features of the work as shown or required. See INSERTS, EMBEDDED PARTS, AND OPENINGS for detailed requirements.
- D. Warped, checked, or scuffed forms will be rejected.
- E. Maintain membranes, reinforcing and other work free of damage; protect with plywood runway boards or other positive, durable means.
- F. Align joints and make watertight. Keep form joints to a minimum.
- G. Provide fillet and chamfer strips on external corners of exposed locations and as indicated to form patterns in finished work. Extend patterns around corners and into alcoves, on backs of columns and similar locations not otherwise shown.
 1. Produce beveled, smooth, solid, unbroken lines, except as otherwise indicated to conform to patterns.
 2. Form corners and chamfers with 3/4 inch x 3/4 inch strips, unless otherwise indicated, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer at changes in direction.
- H. Unexposed corners may be formed either square or chamfered.
- I. Ties and Spreaders: Arrange in a pattern acceptable to the Architect when exposed. Snap-ties may be used except at joints between pours where threaded internal disconnecting type shall be used.
- J. Coordinate this section with other sections of work that require attachment of components to formwork.
- K. Reglets and Rebates: Accurately locate, size, and form all reglets and rebates required to receive work of other trades, including flashing, frames, and equipment.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

- C. Do not allow excess form coating material to accumulate in the forms or to come into contact with reinforcement or surfaces which will be bonded to fresh concrete.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork will be rejected.
- E. Leave no residue or stain on the face of the concrete, nor affect bonding of subsequent finishes or work specified in other sections.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
 - 1. Provide openings in concrete formwork to accommodate work of other sections including those under separate contracts (if any). Size and location of openings, recesses and chases shall be in accordance with the section requiring such items. Accurately place and securely support items to be built into forms.
- B. Construction Joints: Construct and locate generally as indicated on Drawings and only at locations approved by Structural Engineer, so as not to impair the strength of the structure. Form keys in all cold joints shown or required.
- C. Locate and set in place items that will be cast directly into concrete.
- D. Rough Hardware and Miscellaneous Metal: Set inserts, sleeves, bolts, anchors, angles, and other items to be embedded in concrete. Set embedded bolts and sleeves for equipment to template and approved shop drawings prepared by trades supplying equipment.
- E. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.
- F. Wood Inserts and Nailers: Provide approved preservative-treated lumber. Set all required nailing blocks, grounds, and other inserts as required to produce results shown. Wood plugs shall not be used.
- G. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- H. Piping: Do not embed piping in structural concrete unless locations specifically approved by Structural Engineer.
- I. Conduit: Place conduit below slabs-on-grade and only as specifically detailed on structural drawings. Minimum clear distance between conduits shall be 3 diameters. Location shall be subject to Engineer's written approval and shall not impair the strength of the structure.
- J. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

1. Provide openings for the introduction of vibrators at intervals necessary for proper placement.
 2. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- K. Install Form Liner inserts in accordance with manufacturer's recommendations, to produce patterns and textures indicated.
- L. Install waterstops in accordance with manufacturer's recommendations to provide continuous waterproof barrier.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
1. Remove all dirt, chips, sawdust, rubbish, water and foreign materials detrimental to concrete.
 2. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.07 FOOTINGS

- A. Verify elevations and provide final excavation required for footings prior to placing of concrete.

3.08 EQUIPMENT BASES

- A. Form concrete bases for all mechanical and electrical equipment in accordance with approved shop details furnished by other sections.
- B. Sizes and locations as indicated and as required to produce results shown.
- C. Provide coved base for all equipment bases placed on concrete slabs.

3.09 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301.

3.10 FOAM BLOCK FORMWORK

- A. Blocks shall be placed on prepared leveling course for level bearing. Place adjacent blocks in tight contact together. Where placed in multiple layers, orient long axis of upper layer at 90° to lower layer, and so forth for subsequent layers. Anchor blocks as required to prevent movement prior to and during concrete placement. Do not expose to hydrocarbons, solvents, or coal tar.

3.11 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

- B. Do not reuse wood formwork more than 2 times for concrete surfaces to be exposed to view. Do not patch formwork.
- C. Clean and repair surfaces to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
- D. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

3.12 FORM REMOVAL

- A. Do not loosen or remove forms before minimum curing period has elapsed without employment of appropriate alternate curing methods, approved by the Architect in writing.
- B. Remove forms without damage to the concrete using means to insure complete safety of the structure and without damage to exposed beams, columns, wall edges, chamfers and inserts. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Do not remove forms until the concrete has hardened sufficiently to permit safe removal and the concrete has attained sufficient strength to safely support imposed loads. The minimum elapsed time for removal of forms after concrete has been placed shall be as follows:
 - 1. Columns and Walls: 7 days, provided members are not subjected to overhead loads.
 - 2. Retaining Walls: 21 days minimum.
 - 3. Footings: 7 days minimum. If backfilled immediately, side forms may be removed 24 hours after concrete is placed.
 - 4. Beams, elevated slab, and similar overhead conditions: 28 days unless adequate shoring is provided.
- D. Durations listed above are minimums and are subject to extension at the sole judgment of the Architect/Engineer.
- E. Reshoring: Reshore members where and if required by Formwork Design Engineer.
- F. Do not subject concrete to superimposed loads (structure or construction) until it has attained full specified design strength, nor for a period of at least 14 days after placing.
- G. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

3.13 CLEANING

- A. Remove excess material and debris associated with this work from the job site.

END OF SECTION

SECTION 03 2000

CONCRETE REINFORCING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reinforcing steel work for all concrete and masonry work as indicated on the drawings and specified herein.
2. Coordinate this work with other work affected by these operations, such as forms, electrical work, mechanical work, structural steel, masonry and concrete.

B. Related Sections:

1. Pertinent Sections of Division 01 specifying Quality Control and Testing Laboratory services.
2. Pertinent Sections of Divisions 03 specifying concrete construction.
3. Pertinent Sections of Divisions 04 specifying masonry construction.
4. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete work.

1.02 REFERENCE STANDARDS

- A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC) Chapter 19A Concrete.
- B. American Concrete Institute (ACI) 301 "Specifications for Structural Concrete for Buildings".
- C. ACI 318 "Building Code Requirements for Reinforced Concrete and Commentary".
- D. ACI SP-066 "ACI Detailing Manual".
- E. American Society for Testing and Materials (ASTM) A1064 "Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete".
- F. ASTM A615 "Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement".
- G. ASTM A706 "Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement".
- H. American Welding Society (AWS) D1.4 - "Structural Welding Code for Reinforcing Steel".
- I. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice".

1.03 SUBMITTALS

- A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. Submit for review prior to fabrication.
- B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents. The General Contractor shall review and approve shop drawings prior to submittal to the Architect/Engineer.
- C. Shop Drawings: Show complete fabrication and placing details of all reinforcing steel. Comply with requirements of ACI SP-66. Include:
 - 1. Bar sizes and schedules;
 - 2. Shapes of bent bars, layout and spacing of bars, location of splices.
 - 3. Stirrup spacing, arrangements and assemblies,
 - 4. References to Contract Document detail numbers and designations.
 - 5. Wall elevations corresponding to elevations shown in Contract Documents.
- D. Product Data: Submit manufacturer's product data, specifications, location and installation instructions for proprietary materials and reinforcement accessories. Provide samples of these items upon request.
- E. Certificates: Submit all certifications of physical and chemical properties of steel for each heat number as manufactured, including location of material in structure as specified below in Article titled QUALITY ASSURANCE. All materials supplied shall be tagged with heat numbers matching submitted Mill Test Report analyses.
- F. Samples: Provide to the Owner's Testing laboratory as specified in Article SOURCE QUALITY CONTROL.

1.04 QUALITY ASSURANCE

- A. Perform work of this Section in accordance with CRSI DA4, CRSI P1, ACI 301, and ACI 318.
- B. Requirements of Regulatory Agencies, refer to pertinent Sections of Division 01 and CBC.
- C. Certification and Identification of Materials and Uses: Provide Owner's Testing Agency with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection and all material identification/test information listed below.
 - 1. Provide manufacturer's Mill Test Reports for all materials. Include chemical and physical properties of the material for each heat number manufactured. Tag all fabricated materials with heat number.
 - 2. Provide letter certifying all materials supplied are from heat numbers covered by supplied mill certificates. Include in letter the physical location of each grade of reinforcing and/or heat number in the project (i.e. foundations, walls, etc.).
 - 3. Unidentified Material Tests: Where identification of materials by heat number to mill tests cannot be made, Owner's Testing Agency shall test unidentified materials as described below.

- D. Testing and Inspection: Tests and Inspections required by Independent Testing Agency are specified below in Articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and test reports in conformance with pertinent Sections of Division 01.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent requirements of Division 01.
- B. Deliver reinforcement to project site in bundles marked with durable tags indicating heat number, mill, bar size and length, proposed location in the structure and other information corresponding with markings shown on placement diagrams.
- C. Handle and store materials above ground to prevent damage, contamination or accumulation of dirt or rust.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel: Deformed billet steel bars, ASTM A706 Grade 60 or ASTM A615 Grade 60.
1. Welded reinforcement shall be ASTM A706, or A615 meeting carbon requirements of AWS D1.4. Welding shall conform with AWS D1.4.
 2. All reinforcement to be unfinished.
 3. ASTM A615 reinforcement at special structural concrete walls, concrete coupling beams, and special concrete moment frames shall have maximum yield stress of 78,000 psi and the tensile strength shall be greater than 125% of the actual yield strength. Test ASTM A615 reinforcement for conformance to these criteria prior to fabrication and/or installation.
- B. Welded Wire Reinforcement: ASTM A1064.
- C. Tie Wire: No. 16 AWG or heavier, black annealed.
- D. Concrete Blocks: On-grade conditions only, as required to support reinforcing bars in position.
- E. Reinforcing Supports: Plastic or galvanized steel chairs, bolsters, bar supports, or spacers sized and shaped for adequate support of reinforcement and construction loads imposed during concrete placement, meeting ACI and CRSI standards.
1. For use over formwork: Galvanized wire bar type supports complying with CRSI recommendations. Provide plastic tips where exposed to view or weather after removal of formwork. Do not use wood, brick, or other unacceptable materials.
- F. Reinforcement Splice Couplers: For use only where specified on drawings. Submit other locations proposed for use to Engineer for review. "L-Series Bar Lock" Coupler Systems for Splicing Reinforcement Bars, UES ER-0319, by Dayton-Superior Corporation.

2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4), unless specifically shown otherwise. Details not specifically shown or indicated shall conform to SP-066 and specified codes and standards.
 - 1. Accurately shop-fabricate to shapes, bends, sizes, gauges and lengths indicated or otherwise required.
 - 2. Bend bars once only. Discard bars improperly bent due to fabricating or other errors and provide new material; do not re-bend or straighten unless specifically indicated. Rebending of reinforcement in the field is not allowed.
 - 3. Do not bend reinforcement in a manner that will injure or weaken the material or the embedding concrete.
 - 4. Do not heat reinforcement for bending. Heat-bent materials will be rejected.

- B. Unacceptable materials: Reinforcement with any of the following defects will not be permitted in the work.
 - 1. Bar lengths, depths and bends exceeding specified fabrication tolerances.
 - 2. Bends or kinks not indicated on Drawings or final shop drawings.
 - 3. Bars with reduced cross-section due to rusting or other cause.

- C. Tag reinforcement with durable identification to facilitate sorting and placing.

- D. Shop Fusion Welded Stirrup/Tie/Spiral Cages
 - 1. Shop fusion welding of stirrup/tie/spiral cages is permitted to aid in fabrication and handling. The following requirements shall be met.
 - 2. All reinforcing bars receiving weld shall be ASTM A706.
 - 3. Longitudinal holding wires shall be ASTM A1064.
 - 4. Shop welding shall be performed by machines under a continuous, controlled process.
 - 5. Quality control tests shall be performed on shop-welded specimens and the test results shall be available, upon request, to the Architect/Engineer.
 - 6. Tack welding of reinforcing steel is not permitted.
 - 7. Welding of any type shall not occur at 90°, 135°, or 180° bends. Circular ties and spirals may be shop fusion welded outside of areas with 90°, 135°, or 180° hook bends.
 - 8. Longitudinal bars shall not be welded to stirrups/ties/spirals.

2.03 SOURCE QUALITY CONTROL

- A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform the following:
 - 1. Sampling and Tests of Reinforcing Bars per CBC 1910A.2.
 - 2. Material Testing:
 - a. Identified Steel: When samples are taken from bundled steel identified by heat number, matched with accompanying mill analyses as delivered from the mill, Owner's Testing Agency will perform one tensile test and one bend test per each ten tons or fraction thereof for each required size of reinforcing steel.
 - b. Unidentified Steel: When identification of materials by heat number matched to accompanying mill analyses cannot be made, perform one tensile test and one bend test per each two and one-half tons or fraction thereof for each required size of

reinforcing steel. Tests of unidentified steel shall be performed by the Owner's Testing Agency and costs for these tests shall be paid by the Contractor by deductive change order.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Inspect the conditions under which concrete reinforcement is to be placed. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Coordinate with work of other sections to avoid conflicts or interference. Bring conflicts between reinforcement and other elements to Architect's attention. Resolve conflicts before concrete is placed.
- C. Notify Architect, Structural Engineer, and Authority Having Jurisdiction for review of steel placement not less than 48 hours before placing concrete.

3.02 PLACEMENT

- A. General: Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean bars free of substances which are detrimental to bonding. Maintain reinforcement clean until embedded in concrete.
- C. Place reinforcement to obtain the minimum coverages for concrete protection. Do not deviate from required position. Maintain required distance, spacing and clearance between bars, forms, and ground.
- D. Location and Support: Provide metal chairs, runners, bolsters, spacers and hangers, as required.
- E. Provide additional steel reinforcement as necessary or as directed, to act as spreaders or separators to maintain proper positioning.
- F. Tying and Attachment: Securely tie at all intersections and supports with wire. Prevent dislocation or movement during placement of concrete. Direct twisted ends of wire ties away from exposed concrete surfaces.
- G. Separate reinforcing from pipes or conduits with approved non-metallic separators. Do not use wood or steel form stakes or reinforcement used as stakes as support for reinforcement.
- H. Accommodate placement of formed openings required by other sections.
- I. Obstructions:
 - 1. Where obstructions, block-outs, or penetrations (conduits, raceways, ductwork) prevent continuous placement of reinforcement as indicated, provide additional reinforcing as

detailed and as directed by the Structural Engineer to supplement the indicated reinforcement around the obstruction.

2. Place additional trim bars, ties, stirrups, or other elements as detailed and as directed at all opening, sleeves, pipes or other penetrations through structural elements.
- J. Welded Wire Reinforcement: Reinforce slabs with 6"x 6"-W1.4 x W1.4 welded wire reinforcement reinforcing, unless otherwise noted on drawings.
1. Provide flat sheets only, no rolls. Straighten, cut to required size, and lay out flat in place.
 2. Securely wire-tie reinforcement to other reinforcement at frequent intervals.
 3. Extend reinforcement over supporting beams and walls, and to within 1 inch of edge of slabs, construction joints, and expansion joints.
 4. Support reinforcement in mid-depth of slab.
 5. Lift reinforcement at intervals as slab concrete is placed, ensure proper embedment

3.03 REINFORCING SPACING AND COVERAGE

- A. Spacing: Do not space bars closer than four (4) diameters of the largest of two adjacent bars, except at bar laps, which shall be placed such that a minimum of 2 bar diameters is clear between bars.
- B. Where reinforcing in members is placed in two layers, the distance between layers shall not be less than four bar diameters of the largest bar and the bars in the upper layers shall be placed directly above those in the bottom layer, unless otherwise detailed or dimensioned.
- C. Coverage of bars (including stirrups and columns ties) shall be as follows, unless otherwise shown:
1. Footings and Mat Foundation: 3 inches to any soil face, 2 inches to top.
 2. Slabs (on grade): 2 inches to grade face, 1-1/2 inches to top face.
 3. Slabs (elevated): 1-1/2 inches top and bottom.
 4. Beam & Column: 1-1/2 inches to form.
 5. Walls: 1-1/2 inches clear to form and 2 inches clear to form at soil face.

3.04 DOWELS, SPLICES, OFFSETS AND BENDS

- A. Provide standard reinforcement splices at splices, corners, and intersections by lapping ends, placing bars in contact, and tightly tying with wire at each end. Comply with details shown on structural drawings and requirements of ACI 318.
- B. Provide minimum 1-1/2 inch clearance between sets of splices. Stagger splices in horizontal bars so that adjacent splices will be 4 feet apart.
- C. Laps of welded wire reinforcement shall be at least two times the spacing of the members in the direction lapped but not less than twelve inches.
- D. Splices of reinforcement shall not be made at points of maximum stress. Provide splice lengths as noted on the structural drawings, with sufficient lap to transfer the stress between bars by bond and shear.
- E. Spacing:

1. Space bars minimum distance specified and all lapped bars 2 bar diameters (minimum) clear of the next bar.
 2. Stagger splices of adjacent bars where possible and where required to maintain bar clearance.
 3. Beam or slab top bars shall be spliced mid-span of column support and bottom bars spliced at column supports.
 4. Request Architect/Engineer review prior to placement for all splices not shown on the drawings.
- F. Reinforcement Couplers: Install at all locations indicated. Install couplers in accordance with manufacturer's recommendations.

3.05 WELDING

- A. No reinforcing shall be welded unless specifically indicated. No reinforcing shall be welded without prior approval of the Structural Engineer and the Authority Having Jurisdiction.
- B. Only when so approved for use as noted above, all welding shall conform to AWS D1.4, ACI 318 Section 26.6.4, and CBC 1903A.8 and the following;
 1. All welding performed by certified welders.
 2. All reinforcement requires preheat prior to welding. All preheat and welding shall be continuously inspected by the Testing Agency.

3.06 MISPLACED REINFORCEMENT

- A. Notify Architect/Engineer immediately if reinforcing bars are known to be misplaced after concrete has been placed.
- B. Perform no correction or cutting without specific direction. Do not bend or kink misplaced bars.
- C. Correct misplaced reinforcing only as directed in writing by the Architect/Engineer. Bear all costs of redesign, new, or additional reinforcing required because of misplaced bars at Contractor's expense.

3.07 FIELD QUALITY CONTROL

- A. The Testing Agency as specified in the Article QUALITY ASSURANCE, will inspect the work for conformance to contract documents before concrete placement.
 1. Inspection: Provide inspection and verification of installed reinforcement. Confirm that the surface of the rebar is free of form release oil or other coatings.
 2. Inspect all preheat and welding activities for steel reinforcement, when these occur.
 3. Exception: Non-structural patios, driveways, and sidewalks do not require special inspection.

3.08 CLEANING

- A. Remove excess material and debris associated with this work from the job site.

END OF SECTION

SECTION 03 3000

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Provide all labor, materials, equipment and services to complete all concrete work required, including, but not limited to, the following:
1. Foundations, beams, columns, elevated slabs, slabs-on-grade, walls, and retaining walls.
 2. Installation of all bolts, inserts, sleeves, connections, etc. in the concrete.
 3. Joint devices associated with concrete work.
 4. Miscellaneous concrete elements, including, but not limited to: equipment pads, light pole bases, flagpole bases, thrust blocks, and manholes.
 5. Concrete curing.
 6. Coordination with other sections:
 - a. Make all preparations and do all work necessary to receive or adjoin other work. Install all bolts and anchors, including those furnished by other sections, into formwork and provide all required blocking.
 - b. Install all accessories embedded in the concrete and provide all holes, blockouts and similar provisions necessary for the work of other sections. Provide all patching or cutting made necessary by failure or delay in complying with this requirement at the Contractor's expense.
 - c. Coordinate with other sections for the accurate location of embedded accessories.
- B. Related Sections:
1. Pertinent Sections of Division 01 specifying Quality Control and Testing Laboratory services.
 2. Pertinent Sections of Division 03 specifying concrete construction.
 3. Pertinent Sections of other Divisions specifying work to be embedded in concrete or work penetrating concrete.
 4. Pertinent sections of other Divisions specifying floor finishes and sealants applied to concrete substrates.

1.02 REFERENCES

- A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC) Chapter 19A Concrete.
- B. American Concrete Institute (ACI) 211.1 "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete"; ACI 211.2 "Standard Practice for Selecting Proportions for Lightweight Concrete".
- C. ACI 301 "Specifications for Structural Concrete".
- D. ACI 302.1R "Guide for Concrete Floor and Slab Construction".

- E. ACI 304R "Guide for Measuring, Mixing, Transporting, and Placing Concrete".
- F. ACI 305R "Hot Weather Concreting".
- G. ACI 306R "Cold Weather Concreting".
- H. ACI 308 "Standard Practice for Curing Concrete".
- I. ACI 318 "Building Code Requirements for Reinforced Concrete and Commentary".

1.03 SUBMITTALS

- A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. The General Contractor shall review and approve shop drawings prior to submittal to the Architect/Engineer. Submittals that do not meet these requirements will be returned for correction without review. Submit for review prior to fabrication.
- B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents.
- C. Product Data: Submit manufacturers' data on manufactured products and other concrete related materials such as bond breakers, cure/sealer, admixtures, etc. Demonstrate compliance with specified characteristics. Provide samples of items upon request. Submit material certificates for concrete aggregates and cementitious materials. Certificates shall show compliance to applicable ASTM's, the CBC, and additional requirements stated herein.
- D. Mix Designs: Submit Mix Designs for each structural concrete type required for work per requirements of articles CONCRETE MIXES and QUALITY ASSURANCE. Resubmit revised designs for review if original designs are adjusted or changed for any reason. Non-Structural mixes need not be submitted for review by Structural Engineer.
- E. Shop Drawings: Proposed location of construction and cold joints. Proposed location of all slab construction/dowel joints, control joints, and blockouts.
- F. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction for concrete accessories.
- G. Batch Plant Certificates: Include with delivery of each load of concrete. Provide Certificates to the Testing Agency and the Architect/Engineer as separate submittals. Concrete delivered to the site without such certificate shall be rejected and returned to the plant. Each certificate shall include all information specified in Article SOURCE QUALITY CONTROL below.
- H. Engineering Analysis: Prepared by a California-licensed Civil or Structural Engineer, justifying construction-imposed loads on slabs, beams, and walls which exceed those allowed by CBC for the specified use.
 - 1. 2000 lbs maximum allowable construction load without analysis.
 - 2. 10,000 lbs maximum allowable construction load with analysis.

- I. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.04 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Concrete construction verification and inspection to conform to CBC 1705A.3.
- C. Common Sourcing: Provide each of the following materials from consistent sources for entire project.
 1. Cement.
 2. Fly ash.
 3. Aggregate.
 4. Ground Granulated Blast Furnace Slag.
- D. Follow recommendations of ACI 305R when concreting during hot weather. Follow recommendations of ACI 306R when concreting during cold weather.
- E. Services by the Independent Testing Agency (includes "Special" Inspections) as specified in this Section and as follows:
 1. Perform tests and inspections specified below in articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and reports to be in conformance with pertinent Sections of Division 01.
- F. Contractor shall bear the entire cost of remediation, removal, and/or replacement of concrete determined defective or non-conforming, including Architect/Engineer fees for redesign.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials specified by brand name shall be delivered in unbroken packages bearing manufacturer's label and shall be brand specified or an approved equal.
- B. Delivery, Handling and Storage of other materials shall conform to the applicable sections of the current editions of the various reference standards listed in this Section.
- C. Protect materials from weather or other damage. Sort to prevent inclusion of foreign materials.
- D. Specific Requirements:
 1. Cement: Protect against dampness, contamination, and warehouse set. Store in weather tight enclosures.
 2. Aggregates: Prevent excessive segregation, or contamination with other materials or other sizes of aggregates. Use only one supply source for each aggregate stock pile.
 3. Admixtures:
 - a. Store to prevent contamination, evaporation, or damage.
 - b. Protect liquid admixtures from freezing and extreme temperature ranges.
 - c. Agitate emulsions prior to use.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather (Freezing or near-freezing temperatures) per ACI 306R:
1. Heat concrete materials before mixing, as necessary to deposit concrete at a temperature of at least 50°F but not more than 90°F.
 2. Do not place concrete during freezing, near-freezing weather, snow, rain or sleet unless protection from moisture and/or cold is provided.
 3. Protect from freezing and maintain at a temperature of at least 50°F for not less than seven days after placing. Take special precautions to protect transit-mixed concrete.
 4. No salts, chemical protection or admixture are permitted without written approval of Architect/Engineer.
 5. Contractor shall maintain an air temperature log for the first 7 days after placement with entry intervals not to exceed 8 hours.
- B. Hot Weather per ACI 305R:
1. Cool concrete materials before mixing, or add ice in lieu of mix water as necessary to deposit concrete at a temperature below 85°F.
 2. Do not place concrete in hot/windy weather without Architect/ Engineer review of procedures.
 3. Provide sunshades and/or wind breakers to protect concrete during finishing and immediate curing operations. Do not place concrete at air temperature exceeding 90°F.
 4. Provide modified mix designs, adding retarders to improve initial set times and applying evaporation reducers during hot/windy weather for review by Independent Testing Agency prior to use.

1.07 MOCK-UP

- A. Construct and erect mock-up panel for architectural concrete surfaces indicated to receive special treatment or finish, as result of formwork.
1. Panel Size: Sufficient to illustrate full range of treatment.
 2. Number of Panels: 2.
 3. Locate as indicated on drawings.
- B. If requested by Architect / Engineer, cast concrete against mock-up panel. Obtain acceptance of resulting surface finish prior to erecting formwork.
- C. Accepted mock-up panel is considered basis of quality for the finished work. Keep mock-up exposed to view for duration of concrete work.
- D. Mock-up may remain as part of the Work.

1.08 SCHEDULING AND SEQUENCING

- A. Organize the work and employ shop and field crew(s) of sufficient size to minimize inspections by the Testing Agency.

- B. Provide schedule and sequence information to Testing Agency in writing upon request. Update information as work progresses.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Comply with requirements of Section 03 1000.

2.02 REINFORCEMENT

- A. Comply with requirements of Section 03 2000.

2.03 MATERIALS

- A. General Requirements: All materials shall be new and best of their class or kind. All materials found defective, unsuitable, or not as specified, will be condemned and promptly removed from the premises.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C150, Type II, low alkali.
 - 2. Fly Ash (Pozzolan): ASTM C618, Class F.
 - 3. Ground Granulated Blast Furnace Slag: ASTM C989, Grade 100 or 120.
- C. Concrete Aggregates:
 - 1. Coarse and Fine Aggregates: ASTM C33; Stone aggregate and sand. Specific source aggregate and/or sand or shrinkage characteristics as required for class of concrete specified.
 - 2. Lightweight aggregate: ASTM C330 and C332.
 - 3. Source shall remain constant throughout the duration of the job. The exact portions of the fine aggregates and coarse aggregates to be used in the mix shall be determined by the mix design.
 - 4. Aggregates shall be tested for alkali reactivity per CBC section 1903A.5. Where test results exceed allowable limits, additional testing of mitigation procedures shall be provided, as outlined per CBC section 1903A.5.
- D. Water: Potable, clean, from domestic source.
- E. Admixtures: All admixtures shall be used in strict accordance with the manufacturer's recommendations. Admixtures containing calcium chlorides or other accelerators shall not be used without the approval of the Architect/Engineer and the Owner's Testing Laboratory.
 - 1. Mid Range Water Reducing Admixtures: ASTM C494 Type A, "MasterPolyHeed" (formerly "PolyHeed") series by Master Builders Solutions, "WRDA" series by W.R. Grace, or equal.
 - 2. High Range Water-Reducing Admixtures: ASTM C494 Type F, "MasterRheoBuild 1000" (formerly "RheoBuild 1000") or "MasterGlenium" (formerly "Glenium") series by Master Builders Solutions or equal.

3. Water Reducing Admixture and Retarder: ASTM C494 Type B or D, "MasterPozzolith" (formerly "Pozzolith") series or "MasterSet DELVO" (formerly "DELVO") series by Master Builders Solutions, "Plastiflow-R" by Nox-crete, or equal.
 4. Air Entraining Admixtures: ASTM C260, product suit condition by Master Builders Solutions or equal.
 5. Viscosity Modifiers: ASTM C494 Type S.
- F. Slurry: Same proportion of cement to fine aggregates used in the regular concrete mix (i.e. only coarse aggregate omitted); well mixed with water to produce a thick consistency.
- G. High Strength Grout: See section 05 1200 or 05 1100 for requirements.
- H. Dry Pack: Dry pack (used only for cosmetic concrete repairs) shall consist of:
1. One part cement to 2-1/2 parts fine aggregate (screen out all materials retained on No.4 sieve), mixed with a minimum amount of water, added in small amounts.
 2. Mix to consistency such that a ball of the mixture compressed in the hand will retain its shape, showing finger marks, but without showing any surface water.

2.04 ACCESSORIES

- A. Bonding Agent: ASTM C881, Type II Grade 2 Class B or C. Do not allow epoxy to set before placing fresh concrete.
1. "MasterEmaco ADH 326" (formerly "Concresive Liquid LPL") by Master Builders Solutions;
 2. "Rezi-Weld 1000" by W.R. Meadows.
- B. Chemical Hardener: Fluorosilicate solution designed for densification of cured concrete slabs. "MasterKure HD 300 WB" (formerly "Lapidolith") by Master Builders Solutions, "LIQUI-HARD" W.R. Meadows Co, or equal.
- C. Moisture-Retaining Cover: ASTM C171, type 1, one of the following;
1. Regular Curing Paper, Type I, reinforced waterproof: Fortifiber Corporation "Orange Label Sisalkraft", "Pabcotite" paper, or equal.
 2. Polyethylene Film: ASTM D 2103, 4 mil thick, clear or white color.
 3. White-burlap-polyethylene sheet, weighing not less than 10 oz/per linear yd.
- D. Liquid Curing Compound: ASTM C 309, Type 1, Class B, clear or translucent, 25% minimum solids, water base acrylic cure/sealer which will not discolor concrete and compatible with bonding of finishes specified in related sections. W.R. Meadows Co. "Vocomp 25" or equal. Maximum VOC content shall comply with local requirements and California Green Building Code.
- E. Underslab Water Vapor Retarder: See Section 07 2500 "Weather Barriers".
- F. Evaporation Reducer: "MasterKure ER 50" (formerly Confilm), by Master Builders Solutions.
- G. Permeability Reducer: Use only where specifically referred to.

1. Admixture Type: Xypex Chemical Corporation "XYPEX Admix C-500". Dosage: 2-3% of cement content by weight; 15 lb/cu. yd. max. or Master Builders Solutions "MasterLife 300C". Dosage: per manufacturer.
2. Surface-Applied Type: Xypex Chemical Corporation "XYPEX Concentrate. Brush application: 1.25-1.50lb/sq. yd., 5 parts powder to 2 parts water. Master Builders Solutions "MasterSeal 500" (formerly "Tegraproof"). Slurry coat: one part water to 2.25-2.5 parts powder by volume.
3. Approved equal.

2.05 JOINT DEVICES AND MATERIALS

- A. Waterstops: Resilient type, meeting Corps of Engineers CRD-C 572. Consult manufacturer for appropriate product for specific use. Submit for review. Install per manufacturers recommendation. Provide W. R. Meadows "Seal Tight" PVC waterstop, Sika "Greenstreak" PVC waterstop, or approved equal.
- B. Expansion Joint Filler: ASTM D1751, Nonextruding, resilient asphalt impregnated fiberboard or felt, 3/8 inch thick and 4 inches deep; tongue and groove profile.
 1. Products: "Servicised Products", W.R. Meadows, Inc., "National Expansion Joint Company", "Celotex Corporation", or equal.
- C. Joint Filler: ASTM D944, Compressible asphalt mastic with felt facers, 1/4 inch thick and 4 inches deep.
- D. Sealant and Primer: As specified in Section 07 9200.
- E. Slab Joint Sealant: Compatible with floor finishes specified in related sections.

2.06 CONCRETE MIXES

- A. General requirements for mix design and submittal of structural class concrete:
 1. Provide Contractor submittals to Architect/Engineer not less than 15 days before placing concrete.
 2. Contractor shall review mix designs and proposed placing requirements prior to submittal for compatibility to ensure that the concrete as designed can be placed in accordance with the drawings and specifications.
 3. Changes or revisions require re-submittal: All variations to approved mix designs, including changing type and/or quantity of admixtures shall be resubmitted to the Architect/Engineer for review prior to use.
 4. Mix design(s) for all structural classes of concrete to be prepared by qualified person experienced in mix design. Allow for time necessary to do trial batch testing when required.
 5. Preparer to provide backup data and certify in writing that mix design meets:
 - a. Requirements of the specifications for concrete durability and quality;

- b. Requirements of the California Building Code and ACI 318 Section 26.4, including break histories, trial batching test results, and/or a mix designed by a California Registered Civil Engineer per ACI 318 Section 26.4.3.1(b) and bearing the Engineer's seal & signature.
 6. Clearly note on mix designs with specified maximum WCR if design permits addition of water on site, or clearly identify in the mix design that no water is to be added on site.
 7. Deviations: Clearly indicate proposed deviations, and provide written explanation explaining how the deviating mix design(s) will provide equivalent or better concrete product(s) than those specified.
 8. Include adjustments to reviewed mix designs to account for weather conditions and similar factors.
- B. Proportioning - General: The following provisions apply to all mix designs:
 1. Proportion concrete mixes to produce concrete of required average strength (as defined by ACI 318 Section 19.2.1). Select slump, aggregate sizes, shrinkage, and consistency that will allow thorough compaction without excessive puddling, spading, or vibration, and without permitting the materials to segregate, or allow free water to collect on the surface.
 2. Select aggregate size and type to produce dense, uniform concrete with low to moderate shrinkage, free from rock pockets, honeycomb and other irregularities.
 3. Mix designs may include water reducing and retarding admixtures to meet or exceed minimum set times (time required to place and finish) and to minimize Water Cement Ratios (WCR). Minimum and maximum criteria presented in this section are guidelines and do not represent a specific mix design.
 4. Cement Content: Minimum cement content indicates minimum sacks of cementitious material. Increasing cement content to increase early strengths or to achieve specified WCR while maintaining water content is discouraged in order to minimize effects of shrinkage.
 - a. Substitution of fly ash for Portland cement on an equivalent weight basis up to 25% replacement is permitted, except at high early strength concrete. Replacement in excess of 25% is not permitted unless part of a specified mix design that has been submitted for review.
 - b. Substitution of slag for Portland cement on an equivalent weight basis up to 45% replacement is permitted, except at high early strength concrete. Replacement in excess of 45% is not permitted unless part of a specified mix design that has been submitted for review.
 - c. Such substitution requests may be denied by the Engineer.
 5. Water Content: Mix designs with a specified maximum Water Cement Ratio (WCR) may be designed with a lower WCR than specified in order to allow addition of water at the site.
 6. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301 and this section.
 - a. For trial mixtures method, employ independent testing agency acceptable to Architect/Engineer for preparing and reporting proposed mix designs.
 7. Placement Options: Mix designs may, at the Contractor's option, be designed for either pump or conventional placement with aggregate size, slumps, etc. to be maintained as specified in this section.
- C. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations and this section.

- D. Proportioning Structural Light Weight Concrete: Comply with ACI 211.2 recommendations and this section. Maximum cured weight of light weight concrete shall be 120 pounds per cubic feet. General Contractor is responsible for coordinating and providing light weight concrete density to meet the required fire assembly rating of the Construction Documents at the concrete depths provided in the structural drawings. General Contractor to notify the Structural Engineer for review if light weight concrete of the required density for the specified fire assembly rating cannot be sourced.

E. Mix Design Minimum Requirements:

Concrete Class	Coarse Aggregate Size (Inches) & Fine Aggregate ³	Maximum WCR or Maximum Nominal Slump & Tolerance (Inches) ^{1,2}	Minimum 28-Day Design Strength	Minimum Cement Sacks/per yd ⁴
NON-STRUCTURAL				
1) Lean Concrete (use only where specified)	---	---	---	3.0
2) Slab on Grade Exterior (Walks & Patios)	1" x #4	WCR = .55	3,000	4.5

1. The tolerance is the maximum deviation allowable without rejection. The mix design shall be based on the nominal value specified and is without water reducing mixtures. Slump to be measured at the end of the hose.
2. The maximum water cement ratio (WCR) is limited at time of placement as noted. No water is to be added on site such that the specified WCR or maximum slump is exceeded without approval of the testing laboratory and the Architect/Engineer. Workability is to be achieved utilizing an acceptable mid range to high range water reducing admixture.
3. Gradation of aggregate is per ACI 318 section 26.4.1.2 and ASTM C33.
4. Minimum cement content includes all cementitious materials.

2.07 MIXING CONCRETE

- A. Batch final proportions in accordance with approved mix designs. All adjustments to approved proportions, for whatever reason, shall be reviewed by the Architect/Engineer prior to use.
- B. Batch and mix concrete in accordance with ASTM C94, at an established plant. Site mixed concrete will be rejected.
- C. Provide batch and transit equipment adequate for the work. Operate as necessary to provide concrete complying with specified requirements.
- D. Place mixed concrete in forms within 1-1/2 hours from the time of introduction of cement and water into mixer or 300 revolutions of the drum whichever comes first. Use of, re-mixing, and/or tempering mixed concrete older than 1 hour will not be permitted.
- E. Do not add water at the site to concrete mixes with a maximum specified WCR unless the water content at batch time provides for a WCR less than specified and this provision, including the quantity of water which may be added at the site, is specifically noted on the mix design and certification by the mix preparer. See ASTM C94 for additional requirements.

2.08 SOURCE QUALITY CONTROL

- A. Services by independent Testing Agency:
 1. Where aggregate alkali reactivity testing (and, when applicable, mitigation testing) per the MATERIALS section is not available, the Testing Agency shall perform this testing to verify materials conformance to CBC section 1903A.5.

2. Batch Plant inspection at automated plants to occur at commencement of concrete work each day (first truck). Batch Plant inspection at non-automated plants and when accuracy is questionable shall be continuous. Additionally, water cement ratio (WCR) is to be verified where a WCR is specified herein. The computed WCR is to be written on the Batch Plant Certificate to be taken to the job site prior to the truck leaving the plant. See requirements of CBC 1705A.3.3.
3. Batch Plant Certificates: Obtain the weighmaster's Batch Plant Certificate at arrival of truck at the site. If no batch plant certificate is provided, recommend to the General Contractor that the truckload of concrete be rejected. So note in daily log, along with the location of the load of concrete in the structure if the load is not rejected. See requirements of CBC 1705A.3.3.
 - a. Laboratory's inspector shall obtain for each transit mixer Batch Plant Certificates to verify mix design quantities and condition upon delivery to the site.
 - b. Certificates to include: Date, time, ingredient quantities, water added at plant and on job, total mixer revolutions at time of placement, and time of departure.
 - c. Concrete with specified water cement ratio: Add no water on site unless mix design and batch records each show additional water may be added. See ASTM C94 for additional requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.
- B. Verify work of other sections is complete and tested as required before proceeding.

3.02 PREPARATION

- A. Observation, Inspection and Testing:
 1. Architect/Engineer: Notify not less than 2 working days before each concrete placement, for observation and review of reinforcing, forms, and other work prior to placement of concrete.
 2. Testing Agency: Notify not less than 24 hours before each placement for inspection and testing.
- B. Placement Records: Contractor shall maintain records of time, temperature and date of concrete placement including mix design and location in the structure. Retain records until completion of the contract. Make available for review by Testing Agency and Architect/Engineer.
- C. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.
- D. Verify location, position and inclusion of all embedded and concealed items.
- E. Verify installation of vapor retarder under interior slabs on grade, as specified in related section, is complete.

F. Cleaning and Preparation:

1. Remove loose dirt, mud, standing water, and foreign matter from excavations and cavities.
2. Close cleanout and inspection ports securely.
3. Thoroughly clean reinforcement and other embedded items free from loose rust and foreign matter. Maintain reinforcing securely in place. Do not place concrete on hot reinforcing.
4. Dampen form materials and substrates on which concrete is to be placed at least 1 hour in advance of placing concrete; repeat wetting as necessary to keep surfaces damp. Do not saturate. Do not place concrete on saturated material.
 - a. Thoroughly wet wood forms (except coated plywood), bottom and sides of trenches, adjacent concrete or masonry and reinforcement.
 - b. Concrete slabs on base rock, dampen rock.
 - c. Concrete slabs on vapor retarder, do not wet vapor retarder.
5. Verify that metal forms are clean and free of rust before applying release agent.
6. Thoroughly clean metal decking. Do not place concrete on wet deck surface.
7. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

G. Drill holes in existing concrete at locations where new concrete is doweled to existing work. Insert steel dowels and prepare connections as detailed.

H. Do not overcut at existing concrete work to remain. Contractor is responsible for repair/replacement of overcut concrete to the Owner's satisfaction.

3.03 PIPES AND CONDUITS IN CONCRETE

A. Slabs-on-Grade:

1. No pipe or conduit exceeding 1 inch outside diameter shall be embedded within the specified slab thickness except as specifically detailed.
2. Do not stack or abut pipes, maintain 3 inches minimum clearance.

B. Sleeving and Wrapping:

1. Foundations: Sleeve or wrap all individual pipe penetrations, minimum 1-1/2 inches clear to reinforcing all around.
 - a. Sleeves: PVC. Provide 1 inch minimum clear all around O.D. pipe to I.D sleeve, UNO at ends, fill void space with mastic or plastic bituminous cement.
 - b. Wrapped Vertical Pipes: Provide 1/8 inch nominal sheet foam with three wraps minimum, UNO.
 - c. Wrapped Horizontal Pipes: Provide 1/8 inch nominal sheet foam with eight wraps minimum, UNO.
 - d. Underground Fire Lines 4" and Larger: At sleeves provide 2 inch minimum clear all around O.D. pipe to I.D sleeve. At wrapped pipes, provide 1/8 inch nominal sheet foam with sixteen wraps minimum.
2. Slabs or Curbs: Wrap pipes as described above.

C. Space groups of pipes/conduits at least 3 sleeve diameters apart, do not interrupt specified concrete and reinforcement.

1. Provide block-outs as detailed when grouping of pipes/conduits in foundation or other structural member prevents spacing as described. Notify Architect/Engineer for review of any conditions not conforming to details.
 2. Center pipe/conduit penetrations in the depth and/or thickness of foundations.
 3. Maximum size of pipe/conduit penetrations shall not exceed the least dimension of concrete divided by 3.
- D. Do not embed pipes/conduits in concrete slabs on metal deck.
- E. Provide the following at pipes/conduits detailed to be embedded in a concrete beam, wall or column:
1. Place as near as possible to center of member with reinforcing as specified on each side.
 2. Where reinforcing is located near or at center of member, place pipe or conduit 1 inch minimum clear from reinforcing and provide #3 at 12 inches on center perpendicular to the pipe/conduit. Reinforcing to extend 12 inches minimum past pipe/conduit each side.
 3. Maintain $\frac{3}{4}$ inch clear minimum from added reinforcing to face of concrete where not exposed to weather and 1-1/2 inches clear where exposed to weather.
 4. Space embedded items (groups of pipe/conduit, junction boxes or other elements) minimum 3 inches apart.
 5. Provide reinforcing in walls, beams, columns as detailed for groups of pipe/conduit. Provide minimum replacement reinforcement of same size and number for interrupted or displaced reinforcement for the full height, length, width of the wall, beam, and/or column on each side of the "effective opening."

3.04 CONCRETE PLACEMENT

- A. Transporting:
1. Provide clean, well-maintained equipment of sufficient quantity and capacity to execute the work and produce concrete of quality specified.
 2. Handle and transport concrete from mixer to final deposit location as rapidly as practicable. Prevent separation or loss of ingredients.
- B. Perform concrete placement by methods which will not puncture, damage or disturb vapor retarder membrane. Repair all damage to vapor retarder membrane before covering.
- C. Placement - General: Placement, once started, shall be carried on as a continuous operation until section of approved size and shape is completed. Provide construction joints as detailed on the drawings. Engineer's written approval required for all deviations.
1. Deposition:
 - a. Deposit concrete to maintain an approximately horizontal plastic surface until the completion of the unit placement.
 - b. Deposit as neatly as practicable in final position, minimize re-handling or flow.
 - c. Do not drop concrete freely where reinforcing bars, embeds, or obstructions occur that may cause segregation. Provide spouts, elephant trunks, or other means to prevent segregation during placement.
 2. Depth: Layered placement in columns and walls shall not exceed ten feet vertical depth.
 - a. Place concrete in minimum 32 inch horizontal lifts.

- b. Schedule placement to ensure that concrete will not take initial set before placement of next lift.
 - c. No horizontal cold joints are allowed in columns or walls.
 3. Progress Cleaning: Remove all concrete spilled on forms or reinforcing steel in portions of structure not immediately concreted. Remove completely before concrete sets.
 4. Interruptions: Shut down placement operations and dispose of all remaining mixed concrete and concrete in hoppers or mixers following all interruption in placement longer than 60 minutes.
 - a. If such interruption occurs, provide new or relocate existing construction joints as directed by Engineer.
 - b. Cut concrete back to the designated line, cleaning forms and reinforcing as herein specified.
 - c. Prepare for resumption of placement as for new unit when reason for interruption is resolved.
- D. Placement - Elevated Structural Systems: Place as noted for "General" above and as follows:
 1. Metal Decking and Structural Steel Beam Systems that are not to be shored: Locate screed lines on primary structural members. Review proposed screed line locations and expected structural deflections with the Architect/Engineer prior to placement of concrete.
 2. Place screed lines to match camber of primary girders made of material other than concrete. Locate screeds to provide the minimum specified thickness of concrete at all locations.
 3. Compensate for deflection of intermediate structural members and decking by placement of additional concrete.
 4. Adjust embedded items to compensate for camber and deflection. Maintain locations within specified tolerances.
- E. Consolidation:
 1. Consolidate all concrete thoroughly during placement with high-speed mechanical vibrators and other suitable tools. Perform manual spading and tamping to work around reinforcement, embedded fixtures, and into corners of formwork as required to obtain thorough compaction.
 - a. Provide vibrators with sufficient amplitude for adequate consolidation.
 - b. Use mechanical vibrators at each point of concrete placement.
 - c. Keep additional spare vibrators, in addition to those required for use, at the site for standby service in case of equipment failure.
 2. Consolidate each layer of concrete as placed.
 - a. Insert vibrators vertically at points 18 to 30 inches apart; work into top area of previously placed layer to reconsolidate, slowly withdraw vibrator to surface.
 - b. Avoid contact of vibrator heads with formwork surfaces.
 - c. Systematically double back and reconsolidate wherever possible. Consolidate as required to provide concrete of maximum density with minimized honeycomb.
- F. Unacceptable Materials:
 1. Do not place concrete that has started to set or stiffen. Dispose of these materials.
 2. Do not add water on site to concrete except as specified in the approved mix design, see PART 2 above.

G. Protection of installed work:

1. Do not introduce any foreign material into any specified drainage, piping or duct systems.
2. Contractor shall bear all costs of work required to repair or clean affected work as a result of failure to comply with this requirement.

3.05 CONCRETE JOINTS

A. Structural Joints (Construction/Cold Joints):

1. Locate joints only where shown, or as approved.
2. Review Required: Joints not indicated on the plans shall be located to meet the minimum requirements below, shall not impair the strength of the structure and shall be submitted to Architect/Engineer for review prior to placement of concrete.
 - a. Indicate proposed location(s) of construction/cold/expansion joints on shop drawing submittals for review prior to placing concrete.
3. Clean and roughen all surfaces of previously placed concrete at construction joints by washing and sandblasting to expose aggregate to 1/4 inch amplitude.
4. Slabs-On-Grade: Maximum Length of continuous placement shall not exceed 60 feet without special review by the Architect/Engineer. Alternate or stagger placement sections.
5. Foundations, Beams, Elevated Slabs and Joists: Maximum Length of continuous placement shall not exceed 200 foot increments. Provide "keyed" shut-off locations made up with form boards. Extend reinforcing one lap length or more through shut-off.
 - a. All reinforcement shall be continuous through construction/cold joint, lapping to adjacent reinforcing in future placement.
 - b. Construction Joints in Elevated Slabs: Review all proposed locations with Architect/Engineer.
 - c. Construction Joints in Slabs on Metal Decking: Review all proposed locations with Architect/Engineer. Do not locate closer than 48 inches of centerline of beam.
6. Retaining and basement Walls: Maximum length of continuous placement shall not exceed 100 foot increments. Provide "keyed" shut-off locations made up with form boards to limit the length of continuous placement and at abrupt changes in wall thickness. Extend reinforcing one lap length or more through shut-off.
 - a. Review all proposed locations with Architect/Engineer.
 - b. Horizontal construction joints are not allowed unless approved by the Engineer.
7. Horizontal Construction Joints: Place 2 inch slurry (specified concrete mix less coarse aggregate) at beginning of pour at the bottom of walls unless a prior review of a mock-up section demonstrates that segregation of aggregate will not occur.

B. Expansion/Construction Joints (Dowel Joints and Control Joints):

1. Interior and Exterior Slabs-on-Grade:
 - a. Expansion/Construction Joints: Provide dowel joints or control joints at a maximum dimension (in feet) of three times the slab thickness (in inches) in each direction unless noted otherwise (15'-0" maximum). Install joints to match slab level and in straight lines. Locate joints at all reentrant corners including blockouts.
 - b. Proportions: Install joints to divide slab into rectangular areas with long dimensions less than 1.5 times short dimension.

2. Exterior Concrete Slabs on Grade (walkways, patios):
 - a. Expansion/ construction joints: Provide a 2 inch deep troweled groove or asphalt impregnated joint material embedded 50 percent of the slab depth at 12 feet on center, maximum.
 - b. Proportions: Place no section with a length larger than two times width. Additionally, place joints at all inside corners and at all intersections with other work.
3. Elevated Structural Slabs: Locate construction joints as specifically indicated on the drawings. All additional proposed locations shall be reviewed by the Architect/Engineer prior to placement.
4. Retaining and basement Walls:
 - a. Contraction Joints: Provide $\frac{3}{4}$ inch wide beveled wood strips attached to inside face of formwork on each side of the wall. Wood strips shall extend $\frac{1}{8}$ times the wall thickness into the wall. Cut 50% of the horizontal reinforcing bars at joint.
 - b. Proportions: Place joints at 2 times the height of the wall on center maximum, but not less than 10 feet. Joints shall not exceed 25 feet on center.
 - c. Review all proposed locations with Architect/Engineer.

C. Joint Types:

1. Dowel Joint: A keyed joint with smooth dowels passing through to allow unrestricted movement due to contraction and expansion. Joints are as specified on the drawings.
2. Control Joint(s): Shrinkage crack control joints may be of the following types when shown on the drawings. Install joints in a straight line between end points with edges finished appropriate to type. Depth shall be 25% of the slab thickness, unless noted otherwise. Fill joints with sealant as shown on the drawings or as required by related sections.
 - a. $\frac{1}{4}$ inch wide troweled joint.
 - b. Keyed joint: Only at locations where concealed by other finishes.
 - c. Masonite Strip, $\frac{1}{8}$ inch: Only at locations where concealed by other finishes.
 - d. Saw Cut, $\frac{1}{8}$ inch: Must be performed within eight hours of completion of finishing. Do not make saw cuts if aggregate separates from cement paste during cutting operation. Prevent marring of surface finish. Fill with flexible sealant.

3.06 VAPOR RETARDER

- A. Vapor Retarder Installation: Install as specified in Section 07 2500 "Weather Barriers", ASTM E1643, and per manufacturer's recommendations including taping and lapping of seams, sealing of penetrations, and repair of damage. Do not extend vapor retarder below footings.

3.07 FLATWORK

- A. General Requirements for All Concrete Formed & Finished Flat:
 1. Edge Forms and Screeds: Set accurately to produce indicated design elevations and contours in the finished surface, edge forms sufficiently strong to support screed type proposed.
 2. Jointing: Located and detailed as indicated.
 3. Consolidation: Concrete in slabs shall be thoroughly consolidated.
- B. Flatwork Schedule:

1. Exterior Slabs-On-Grade: Place concrete directly over sub-base as indicated.
 - a. Sub-Base: Clean free-draining, crushed base rock, 4 inch minimum thickness, thoroughly compacted.
2. Interior Slabs-On-Grade:
 - a. Sub-Base: Clean free-draining, crushed base rock, 4 inch minimum thickness, thoroughly compacted.
 - b. Vapor Retarder: Install over sub-base.

3.08 FORMED SURFACES

- A. Form all concrete members level and plumb, except as specifically indicated. Comply with tolerances specified in ACI 318 Section 26.11, ACI 301 Section 2, and this specification, except that maximum permissible deviation is 1/4 inch end-to-end for any single member.
- B. Cambers: Provide all cambers indicated in the formwork construction. Set screeds to produce specified cambers in the finished concrete.

3.09 CONCRETE FINISHES

- A. Flatwork Finishing:
 1. All exposed concrete flatwork surfaces shall be non-slip. See Architectural, Civil, and Landscape drawings.
 2. Perform with experienced operators.
 3. Finish surfaces monolithically. Establish uniform slopes or level grades as indicated. Maintain full design thickness.
 4. In areas with floor drains, maintain design floor elevation at walls; slope surfaces uniformly to drains as indicated on drawings.
 5. Flatwork Finish Types:
 - a. Wood Float Finish: Surfaces to receive quarry tile, ceramic tile, or cementitious terrazzo with full bed setting system, or wood frame for raised finished floors.
 - b. Steel Trowel Finish: Surfaces to receive carpeting, resilient flooring, seamless flooring, thin set terrazzo, thin set tile or similar finishes specified in related sections. Trowel twice, minimum.
 - c. Broom Texture Finish: Exterior surfaces as indicated or for which no other finish is indicated. Finish as for steel trowel finish, except immediately following first troweling, (depending on conditions of concrete and nature of finish required) provide uniform surfaces texture using a medium or coarse fiber broom.
- B. Other Concrete: Provide as required to achieve appearance indicated on structural and architectural drawings and related sections.
 1. Repair surface defects, including tie holes, immediately after removing formwork.
 2. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
 3. Exposed Form Finish: Finish concrete to match forms. Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
 - a. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

- b. Grout Cleaned Finish: Wet areas to be cleaned and apply grout mixture by brush or spray; scrub immediately to remove excess grout. After drying, rub vigorously with clean burlap, and keep moist for 36 hours.
- c. Cork Floated Finish: Immediately after form removal, apply grout with trowel or firm rubber float; compress grout with low-speed grinder, and apply final texture with cork float.
4. Intermediate joint and score marks and edges: Tool smooth and flush unless otherwise indicated or as directed by the Architect.
5. Use steel tools of standard patterns and as required to achieve details shown or specified. All exposed corners not specified to be chamfered shall have radiused edges.

3.10 TOLERANCES

- A. Minimum Flatwork Tolerances: Measure flatness of slabs within 48 hours after slab installation in accordance with ACI 302.1R and ASTM E1155 and to achieve the following FF and FL tolerances:
 1. Exterior surfaces: 1/8 inch minimum per foot where sloped to drain. Level otherwise. FF20 and FL15.
 2. Interior surfaces not otherwise shown or required: Level throughout. FF25 and FL20
 3. Interior surfaces required to be sloped for drainage: 1/8 inch in 10 ft.
 4. Finish concrete to achieve the following tolerances:
 - a. Under Glazed Tile on Setting Bed: FF30 and FL20.
 - b. Under Resilient Finishes: FF35 and FL25.
 - c. Flooring manufacturer and pertinent section of Division 9.
- B. Formed Surface Tolerances:
 1. Permanently Exposed Joints and Surfaces: Provide maximum differential height within two feet of, and across construction joints of 1/16 inch.
 2. Vertical Elevations: Elevation of surfaces shall be as shown or approved.

3.11 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
- B. Place required dividers, edge strips, reinforcing, and other items to be cast in.
- C. Apply bonding agent to substrate in accordance with manufacturer's instructions.
- D. Apply sand and cement slurry coat on base course, immediately prior to placing toppings.
- E. Place concrete floor toppings to required lines and levels. Place topping in checkerboard panels not to exceed 20 feet in either direction.
- F. Screed toppings level, maintaining surface tolerances per above.

3.12 CONCRETE CURING

- A. Curing - General: Cure in accordance with ACI 308. Maintain concrete water content for proper hydration and minimize temperature variations. Begin curing immediately following finishing.
- B. Protection During Curing: Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. The General Contractor is responsible for the protection of the finished slab from damage.
 - 1. Avoid foot traffic on concrete for minimum of 24-hours after placement.
 - 2. Protect concrete from sun and rain.
 - 3. Maintain concrete temperature at or above 50 degrees F. during the first 7 days after placement. See Article ENVIRONMENTAL REQUIREMENTS.
 - 4. Do not subject concrete to design loads until concrete is completely cured, and until concrete has attained its full specified 28-day compressive strength or until 21 days after placement, whichever is longer.
 - 5. Protect concrete during and after curing from damage during subsequent building construction operations. See Article PROTECTION.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days.
 - 2. High early strength concrete: Not less than 4 days.
- D. Begin curing immediately following finishing.
- E. Surfaces Not in Contact with Forms:
 - 1. Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than 3 days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 - 2. Begin final curing after initial curing but before surface is dry.
 - a. Moisture-retaining cover: Seal in place with waterproof tape or adhesive.
 - b. Curing compound: Apply in two coats at right angles, using application rate recommended by manufacturer.
 - 3. In addition, see specific conditions noted below.
- F. Slabs on Grade: Cure by one of the following methods:
 - 1. Water Cure (Ponding): Maintain 100 percent coverage of water over floor slab areas, continuously for minimum 7 calendar days.
 - 2. Spraying: Spray water over floor slab areas and maintain wet for 7 days.
 - 3. Moisture-Retaining Film or Paper: Lap strips not less than 6 inches and seal with waterproof tape or adhesive; extend beyond slab or paving perimeters minimum 6 inches and secure at edges; maintain in place for minimum 7 days.
 - 4. Absorptive Moisture-Retaining Covering: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides and extend beyond slab or paving perimeters 6 inches minimum; maintain in place for minimum 7 days.

5. Liquid Membrane-forming Curing Compound: Provide only when subsequent concrete treatments or finish flooring specified in related sections will not be affected by cure/sealer. Apply curing compound in accordance with manufacturer's instructions at the maximum recommended application rate in two coats, with second coat applied at right angles to first.
- G. Elevated Slabs: Cure by one of the following methods.
1. Moisture-Retaining Sheet: As specified for Slabs on Grade above.
 2. Water Cure: As specified above for minimum 14 days.
 3. Apply Membrane Curing Compound as specified above after initial curing period.
- H. Concrete on Metal Decking: Moisture-Retaining Sheet method as specified above.
- I. Formed Concrete Members: Cure by moist curing with forms in place for full curing period.
1. Protect free-standing elements from temperature extremes.
 2. Maintain forms tight for minimum 7 days. Maintain exposed surfaces continuously damp and completely covered by sheet materials thereafter.
 3. Maintain all shoring in place. Refer to related sections specifying formwork.
 4. Membrane Curing Compound: Apply compound in accordance with manufacturer's instructions in one coat.
- J. Foundations: Apply curing compound immediately after floating.

3.13 CONCRETE HARDENER

- A. Apply hardener to all floor slabs not receiving other finishes after 30 days minimum curing. Clean slabs of non-compatible cure/sealers or other foreign material(s) and apply in strict accordance with the manufacturer's directions.

3.14 GROUTING AND DRY PACK

- A. Set steel plates on concrete or masonry with high strength grout bed, completely fill all voids; thoroughly compact in place. See Section 05 1200 or 05 1100.
- B. Bolts or inserts dry packed or grouted in place shall cure for minimum 7 days before tensioning.

3.15 FIELD QUALITY CONTROL

- A. Testing and Inspections by Independent Testing Agency: Provided verification and inspection of concrete per CBC Table 1705A.3. Provide written reports for to Engineer, Architect, Contractor and Building Official for the following tests and inspections:
- B. Testing & Inspection: Provide periodic inspection of reinforcing steel. Provide continuous inspection during placement of structural class concrete, 3000 psi or more. Non-structural class concrete with a design strength of 2500 psi or less to have periodic inspection on a 150 cubic yard basis as required to assure conformance.

1. Provide periodic inspection of bolts in concrete prior to and during placement where so noted on the construction documents.
2. Structural Concrete Cylinder Tests: Perform in accordance with ASTM C31.
 - a. Take four standard 6 inch x 12 inch (or five 4 inch x 8 inch) cylinder specimens on the site, of each class of concrete as specified in PART 2, not less than once a day or for each 50 cubic yards or 2000 sq ft or fraction thereof placed each day.
 - b. Record the location of each concrete batch in the building in a log and also note on each specimen.
 - c. Perform standard compression test of cylinders in accordance with ASTM C39, one at 7 days and two (three for 4x8 cylinders) at 28 days.
 - d. Hold fourth (fifth) cylinder untested until specified concrete strengths are attained.
3. Structural Concrete Slump Test and Air Tests: Perform in accordance with ASTM D143 and C231 or C173 at the time of taking test cylinders, and/or at one-hour intervals during concrete placing.
4. Measure and record concrete temperature upon arrival of transit mixers and when taking specimens. Note weather conditions and temperature.
5. Propose adjustments to reviewed mix designs for Architect / Engineer review to account for variations in site or weather conditions, or other factors as appropriate.
6. Water Vapor Transmission Tests: Floors receiving floor finishes specified in related sections will be tested prior to installation of flooring systems. Refer to sections specifying floor finishes for related requirements.

C. Services by Contractor:

1. Rejection of Concrete Materials: Do not use the following without prior written approval of the Architect/Engineer;
 - a. Materials without batch plant certificates.
 - b. Materials not conforming to the requirements of these specifications.

3.16 ADJUSTING

- A. Inspect all concrete surfaces immediately upon formwork removal. Notify Architect/Engineer of identified minor defects. Repair all minor defects as directed.
- B. Surface and Finish Defects: Repair as directed by the Architect/Engineer, at no added expense to the Owner. Repairs include all necessary materials; reinforcement grouts, dry pack, admixtures, epoxy and aggregates to perform required repair.
 1. Repair minor defective surface defects by use of drypack and surface grinding. Specific written approval of Architect/Engineer is required. Submit proposed patching mixture and methods for approval prior to commencing work.
 2. Slabs-on-Grade, Elevated Slabs and on Slabs on Metal Deck: Review for "curled" slab edges and shrinkage cracks prior to installation of other floor finishes. Grind curled edges flush, fill cracks of 1/16 inch and greater with cementitious grout.
 3. Grind high spots, fins or protrusions caused by formwork; Fill-in pour joints, voids, rock pockets, tie holes and other void not impairing structural strength. Provide surfaces flush with surrounding concrete.

3.17 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required compressive strength, lines, details, dimensions, tolerances, finishes or specified requirements; as determined by the Architect/Engineer.
- B. Repair or replacement of defective concrete will be determined by the Architect/Engineer who may order additional testing and inspection at his option. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- C. Specific Defects:
 - 1. "Low-Strength"; Concrete Not Meeting Specified Compressive Strength after 28 days:
 - a. Concrete with less than 25% Fly Ash or 35% Slag as cementitious material: Test remaining cylinder(s) at 56 days. If strength requirements are met, concrete strength is acceptable.
 - b. Concrete with 25% or more Fly Ash or 35% or more Slag as cementitious material: Test remaining cylinder(s) at 70 days. If strength requirements are met, concrete strength is acceptable.
 - 2. Excessive Shrinkage, Cracking, Cracking, Cracking or Curling; Defective Finish: Remove and replace if repair to acceptable condition is not feasible.
 - 3. Lines, Details, Dimensions, Tolerances: Remove and replace if repair to acceptable condition is not feasible.
 - 4. Slab sections not meeting specified tolerances for trueness/flatness or lines/levels: Remove and replace unless otherwise directed by the Architect/Engineer. Minimum area for removal: Fifteen square feet area unless directed otherwise by the Architect/Engineer.
 - 5. Defective work affecting the strength of the structure or the appearance: Complete removal and replacement of defective concrete, as directed by the Architect/Engineer.

3.18 CLEANING

- A. Maintain site free of debris and rubbish. Remove all materials and apparatus from the premises and streets at completion of work. Remove all drippings; leave the entire work clean and free of debris.
- B. Slabs to Receive Floor Finishes Specified in other sections: Remove non-compatible cure/sealers or other foreign material(s) which may affect bonding of subsequent finishes. Leave in condition to receive work of related sections.

3.19 PROTECTION

- A. Protect completed work from damage until project is complete and accepted by Owner.
- B. Construction Loads: Submit engineering analysis for equipment loads (including all carried loads) specified in article submittals.
- C. Keep finished areas free from all equipment traffic for a minimum of 4 additional days following attainment of design strength and completion of curing.
- D. Protection of Drainage Systems:
 - 1. Care shall be taken not to introduce any foreign material into any specified drainage, piping or duct system.

2. Cost of work to repair or clean drainage system as a result of failure to comply with this requirement will be back charged to the contractor.
- E. Cover traffic areas with plywood sheets or other protective devices; maintain protection in place and in good repair for as long as necessary to protect against damage by subsequent construction operations.

END OF SECTION

SECTION 05 1100

STRUCTURAL AND MISCELLANEOUS STEEL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: All labor, materials, equipment and operations required to complete structural and miscellaneous metals in shapes and configurations indicated; including:
1. Structural steel columns, beams, bracing, base plates, bolts, joist hangers, and stud bolts welded to structural steel.
 2. Miscellaneous structural steel and connections; fabricated connectors and hangers installed by related sections.
 3. Anchor bolts and steel inserts embedded in concrete or masonry, installed by related sections.
 4. Fabricated steel items embedded in concrete or masonry installed by related sections.
 5. Supervision of anchor bolt setting, leveling and elevations to ensure required fit of steel work.
 6. Shop priming and field touch-up, galvanizing.
 7. Bracing, Shoring, Fabrication and Erection.
- B. Related Sections:
1. Pertinent sections of Division 01 specifying Quality Control and Testing Agency services.
 2. Pertinent Sections of other Divisions specifying concrete reinforcement, formwork, concrete, structural and miscellaneous metal fabrications, steel joists, metal decking, cold-formed metal framing, rough carpentry.

1.02 REFERENCES

- A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 22A Steel.
- B. American Institute of Steel Construction (AISC) 303 "Code of Standard Practice for Steel Buildings and Bridges".
- C. AISC 360 "Specification for Structural Steel Buildings".
- D. American Welding Society (AWS) D1.1 "Structural Welding Code - Steel".
- E. Underwriters Laboratories (UL) FRD "Fire Resistance Directory".

1.03 SUBMITTALS

- A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. The General Contractor shall review and approve shop drawings prior to submittal to the Architect/Engineer. Submittals that do not meet these requirements will be returned for correction without review.

- B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents.
- C. Product Data: Submit manufacturer's product data, specifications, location and installation instructions for proprietary materials and reinforcement accessories. Provide samples of these items upon request.
- D. Shop drawings: Submit each building as a complete unit. Do not mix components from multiple buildings or units of work in a submittal. Include all of the following;
 - 1. Profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
 - 2. Fabrication tolerances for all steel.
 - 3. Connections: All, including type and location of shop and field connections.
 - 4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths, type, size, and sequence. Designate demand critical welds.
 - 5. Cross-reference all shop drawing detail references to contract document detail references.
 - 6. Secure all field measurements as necessary to complete this work prior to submitting shop drawings for review.
 - 7. Provide holes, welded studs, etc. as necessary to secure work of other sections.
 - 8. Provide the following as separate submittals for each building or unit of work:
 - a. Bolt and anchor setting plans.
 - b. Layout, fabrication and erection drawings.
- E. Certifications:
 - 1. Steel Materials: Submit the following for identified materials.
 - a. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
 - b. Mill Test Reports: Indicate structural strength, destructive test analysis, and non-destructive test analysis.
 - c. Contractor's affidavit certifying that all identified steel materials provided are of the grades specified and match the certificates supplied.
 - 2. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification per AWS D1.1.
- F. Samples: Provide samples to the Testing Agency as specified in Article SOURCE QUALITY CONTROL, at no additional costs.

1.04 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies, refer to pertinent sections of Division 01 and CBC Chapter 17A.
- B. All tests shall be performed by a recognized testing agency as specified in pertinent sections of Division 01.

- C. Certification and Identification of Materials and Uses: Provide Testing Agency with access to fabrication plant to facilitate inspection of steel. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection and all material identification/test information listed below.
1. Test all steel as required by ASTM A6.
 2. Provide manufacturer's Mill Test Reports for all materials. Include chemical and physical properties of the material for each heat number manufactured. Tag all fabricated materials with heat number.
 3. Provide letter certifying all materials supplied are from heat numbers covered by supplied mill certificates. Include in letter the physical location of each material type and/or heat number in the project (i.e. walls, braced frames etc.).
 4. Unidentified Material Tests: Where identification of materials by heat number or mill tests cannot be made, Owner's Testing Agency shall test unidentified materials.
 5. Provide all certification, verifications, and other test data required to substantiate specified material properties at no additional cost to the Owner.
- D. Testing and Inspection: Tests and Inspections performed by Independent Testing Agency are specified below in Articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and test reports in conformance with pertinent sections of Division 01.
- E. The following standards are the minimum level of quality required. Provide higher quality work as specifically indicated in the Contract Documents.
1. Workmanship and details of structural steel work shall conform to the CBC and AISC 360.
 2. The quality of materials and the fabrication of all welded connections shall conform to AWS D1.1.
 3. Comply with Section 10 of AISC 303 for architecturally exposed structural steel.
- F. The Testing Agency will review all submittals and testing of materials.
- G. All re-inspections made necessary by non-conforming work shall be at the Contractor's expense.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project site in bundles marked with durable tags indicating heat number, mill, member size and length, proposed location in the structure and other information corresponding with markings shown on placement diagrams.
- B. Handle and store materials above ground to prevent damage, contamination or accumulation of dirt or rust.

1.06 SCHEDULING AND SEQUENCING

- A. Organize the work and employ shop and field crew(s) of sufficient size to minimize inspections by the Testing Agency.
- B. Provide schedule and sequence information to Testing Agency in writing upon request.

Update information as work progresses.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Structural Steel W Shapes: ASTM A992 Gr. 50 or ASTM A572 Gr. 50.
- B. Structural Steel Plates: ASTM A36 or ASTM A572 Gr. 50 or ASTM A529 Gr. 50
- C. Structural Steel Channels, Angles: ASTM A36 or ASTM A572 Gr. 50.
- D. HSS (Hollow Structural Sections):
 - 1. Round: ASTM A500, Gr. C.
 - 2. Rectangular or Square: ASTM A500, Gr. C.
- E. Pipe: ASTM A53, Grade B.
- F. Bolts, Nuts, and Washers: ASTM A307 Grade A machine bolts with ASTM A563 Grade A nuts and ASTM F844 washers to match. See FINISHES section for galvanization, where required.
- G. Anchor Bolts/Rods, Nuts, and Washers: ASTM F1554 Gr. 36 or 55 with ASTM A563 Grade A nuts, and ASTM F436 Type 1 washers. Grade DH nuts where Grade 105 rod is specified. No upset thread allowed.
- H. Arc-Welding Electrodes: AWS Standards E70 or equivalent, except no E70T-4 allowed.
- I. Other Welding Materials: AWS D1.1; type required for materials being welded.
- J. Welded Headed/Threaded Studs: ASTM A108 and AWS D1.1 Section 7. Minimum yield strength is 51,000 pounds per square inch.
- K. Deformed Bar Anchors: ASTM A496.

2.02 ACCESSORIES

- A. High Strength Grout: ASTM C1107, non-shrink, premixed compound consisting of aggregate, cement, and water reducing plasticizing agents. Minimum compressive strength $f'c = 7000$ psi at 28 days. Non-metallic where exposed to view. BASF "MasterFlow 928" or equivalent.
- B. Building Structural Steel Primers: Comply with local VOC limitations of authorities having jurisdiction and the California Green Building Code. Verify compatibility with finish coats specified in other sections. Follow manufacturers printed instructions. Apply one coat unless otherwise directed.
 - 1. Type A: Self-Crosslinking Hydrophobic Acrylic passing 2000 hours ASTM D4585 & 7000 hours ASTM D5894. "Series 115 Uni-Bond DF" by Tnemec (2.0 to 4.0 mils DFT).
 - 2. Type B: Organic Zinc-Rich Urethane passing 50,000 hours ASTM B117 and 15000 hours ASTM G855. "Series 90-97 Tneme-Zinc" by Tnemec (2.5 to 3.5 mils DFT) or "Series 94-H20

Hydro-Zinc" by Tnemec (2.5 to 3.5 mils DFT).

3. Type C: MIO-Zinc Filled Urethane passing 10,000 hours ASTM B117 and 5000 hours ASTM D4585. "Series 394 PerimePrime" by Tnemec (2.5 to 3.5 mils DFT).

- C. Galvanizing: ASTM A153 and A123.
- D. Touch-Up Primer for Galvanized Surfaces: Type B primer.

2.03 FABRICATION

- A. Shop fabricate to greatest extent possible.
- B. Continuously seal built up members by continuous welds where exposed to weather.
- C. Fabricate connections for bolt, nut, and washer connectors.
- D. Protect all materials, before and after fabrication, from rust, corrosion, dirt, grease, and other foreign matter.
- E. Fabricate framing members free from twists or bends. Form holes, cut and sheared edges neatly without kinks, burrs, or warped edges.
- F. Exposed Steel: Straight, smooth, free of nicks, scars or dents.
- G. Gas Cutting: Gas cutting of holes in a member shall not be permitted.
- H. Splicing of members: Members requiring splicing due to length requirements may be spliced using full penetration butt welds when such welds and procedures are inspected and certified by the Testing Agency, in conformance with AWS and AISC standards. The location of splices shall be approved by the Architect/Engineer in writing prior to fabrication.
- I. Welding: Welding of structural steel connections shall be performed by qualified welders in accordance with AWS Standards. All weld sizes shall match those shown on the drawings.
 1. Preparation: Clean all surfaces free of rust, paint and all foreign matter. Remove paint or scale by brushing, chipping or hammering as required. Chip clean and wire brush burned or flame cut edges before welding. Space and alternate welds, clamping as necessary to prevent warp or misalignment.
 2. Sequence Welding: When welds enclose, or partially enclose, the perimeter or portion of the surface of a member, make weld bead in sequence, or staggered. Minimize internal stresses. Weld groups of members occurring in a single line in staggered sequence to minimize distortion of the structural frame.
 3. Faulty and Defective Welding: Welds failing to meet AWS standards and the Contract Documents shall be rejected and remade at Contractor expense. All welds showing cracks, slag inclusion, lack of fusion, bad undercut or other defects, ascertained by visual or other means of inspection shall be removed and replaced with conforming work.
 4. Minimum Weld Strengths: All welds shall match the minimum weld sizes recommended by AISC. Details of fabrication not specifically shown shall match similar details which are specifically shown. All bevel and groove welds shall be full penetration unless size is noted otherwise.

5. Threaded studs, headed studs, and deformed bar anchors shall be full-fusion welded conforming to ASW D1.1.
- J. Camber: Fabricate all beams cambered as indicated on the drawings.
 1. Fabricate beams without camber for installation with any "natural" crown up.
 2. Exception: Fabricate cantilever beams with "crown" down.
- K. Grinding: Grind smooth the following structural steel and connections;
 1. Exposed cut ends of structural and fabricated shapes.
 2. All welds exposed to view.
 3. Mitered and fit-up corners and intersections.
- L. Back-Up Bars: Required for all complete penetration welds.
- M. Bolt Holes: Edge, end distances and spacing shall conform to dimensions shown on the drawings, and as follows;
 1. Round: Size indicated and 1/16 inch maximum oversize, except 1 inch and larger bolts may have 1/8 inch maximum oversize.
 2. Slotted: At locations specifically noted on the drawings, provide size indicated and 1/16 inch by 1/4 inch oversize slotted in direction perpendicular to applied loads.
 3. Holes in base plates for anchor bolts may be 1/8 inch oversize.
- N. Comply with Section 10 of AISC 303 for architecturally exposed structural steel (AESS). See architectural & structural drawings for locations of AESS.

2.04 FINISHES

- A. Steel exposed to inclement atmospheric conditions or weather (such as coastal moisture or seasonal rain) shall be sufficiently primed or otherwise protected against corrosion. If condition of steel is suspect due to weathering/corrosion, Contractor shall bear cost of inspection to determine if excessive corrosion is present and if steel member(s) requires repair or replacement. Contractor shall bear cost of repair or replacement.
- B. Prepare and finish structural and miscellaneous steel component surfaces as follows, unless a higher standard-of-care is determined necessary per item A:
 1. Unpainted, interior, dry exposure surfaces need not be primed.
 2. Finished painted, interior, dry exposure surfaces:
 - a. Surface Preparation: SSPC-SP2 Hand-Tool and/or SP3 Power-Tool Cleaning. Apply Primer Type A. Field touchup with same primer.
 - b. Where jobsite exposure is expected to exceed 6 months, SSPC-SP6 / NACE No. 3 Commercial Blast-Cleaning is required. Apply Primer Type B or C. Field touchup with same primer.
 3. Finish painted surfaces with exterior exposure, interior exposure subject to wet conditions or fumes, or surfaces to receive high performance finish coatings (for example epoxy or urethane coatings).
 - a. Surface Preparation: SSPC-SP6 / NACE No. 3 Commercial Blast-Cleaning to create a

- dense, uniform angular surface profile of 2.0 mils minimum. For severe (immersion) exposure, SSPC-SP10 / NACE No. 2 Near-White Blast-Cleaning is required.
- b. Apply Primer Type B. Field touchup with same primer.
4. Surfaces to be fire proofed need not be primed unless required by the fireproofing manufacturer or if jobsite exposure is expected to be inclement per item A. Where unprimed steel is to receive fireproofing, prepare steel surface as required by fireproofing manufacturer. If fireproofed surfaces are to be primed, provide primer as follows:
 - a. Surface Preparation: SSPC-SP3 Power-Tool Cleaning.
 - b. Apply Primer Type C. Field touchup with same primer.
 5. Exterior exposed (unpainted) surfaces and as otherwise indicated to receive galvanizing:
 - a. Galvanize per ASTM A123 Class 55 minimum. Passivation agents are not permitted on galvanized metal that is to be painted. Provide vent holes per ASTM A385 at closed sections (such as HSS). Submit proposed location of vent holes for review by Engineer.
 - b. Connection hardware shall be hot-dip galvanized per ASTM A153 or F2329. Mating bolts and nuts shall receive the same zinc-coating process.
 - c. Repair all uncoated, damaged, or altered galvanized surfaces per ASTM A780.
- C. Do not prime the following surfaces unless otherwise indicated:
1. Connections to be field welded.
 2. Steel in contact with concrete.
 3. Surfaces to receive welded metal decking.
- D. Do not cover up work with finish materials until inspection is complete and work is approved by the Testing Agency.

2.05 SOURCE QUALITY CONTROL

- A. An independent Testing Agency will perform source quality control tests and submit reports, as specified in pertinent sections of Division 01.
- B. Steel Materials Testing:
1. No testing is required for materials identified in accordance with CBC 2202A.1 (heat number, grade stencil, etc.).
 2. Unidentified steel- General: Test all structural shapes. In addition, test to verify F_y and F_u values when engineering requirements exceed $F_y = 25$ ksi for design.
- C. Shop Welding Inspection:
1. Testing Agency shall inspect and certify all structural welds.
 2. Welder Qualifications: Welding inspector shall verify that all the welders are properly qualified prior to steel fabrication and state the qualifications of each welder in the welding inspection report.
 3. Welding Inspection: Continuous inspection required unless otherwise noted below. Comply with requirements of AWS D1.1.
 - a. Welding Inspector shall check all welds, materials, equipment and procedures.

- b. Welding Inspector shall provide reports certifying the welding is as required and has been done in conformity with the plans, specifications and codes.
- c. Welding Inspector shall use radiographic, ultrasonic, magnetic particle, or any other necessary aid to visual inspection to assure adequacy of welds. Ultrasonic Testing (UT) shall be required for all complete joint penetration (CJP) welds of material 5/16 inch thick or greater.
- 4. Periodic Inspection Acceptable:
 - a. Single pass fillet welds not exceeding 5/16 inch.
- D. Bolts, Nuts, and Washers: Provide samples to Testing Agency for required testing, at no additional cost.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

3.02 ERECTION

- A. Erect structural steel in compliance with AISC 303.
- B. Framing:
 - 1. Erect all structural steel true and plumb.
 - 2. Verify proper final alignment prior to making final connections.
- C. Field Connections:
 - 1. Workmanship of field bolted and welded connections shall conform in all respects to methods and tolerances specified for fabrication.
 - 2. Field weld components indicated on shop drawings. Sequence field welds to minimize built-up stress and distortion of the structural frame. Verify sequence with Engineer. Coordinate field welding schedule with Testing Laboratory.
 - 3. Welded Studs: Install in accordance with manufacturer's instructions and structural welding code AWS D1.1.
- D. Templates: Provide bolt setting templates for all anchor bolts. Provide instructions for the setting of anchors and bearing plates, verify these items are set correctly as work progresses.
- E. Column base plates: Set level to correct elevations, support temporarily on steel wedges, shims, or leveling nuts where shown, until the supported members are plumbed and base plate is grouted.
 - 1. Grout solid the full bearing area under base plates prior to installation of floor and/or roof decks.
 - 2. Comply with manufacturer's instructions for high strength grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees.

F. Bolting:

1. Inspect mating surfaces to ensure that bolt head and nut will have full bearing and that metal plies will mate flush between bolts.
2. Install bolts in matching holes. Do not distort metal or enlarge holes by drifting during assembly. Remake mismatched components to achieve tolerances indicated.
3. Holes mismatched in excess of 1/8 inch will be rejected.
4. Holes mismatched less than 1/8 inch may be reamed to the next larger size bolt.
5. Do not enlarge holes by flame cutting or air/arc ("plasma") cutting.
6. Provide flat washer(s) at over-size holes.
7. Provide washer at bolt head and nut where connected part is less than 1/4 inch thick.
8. Provide ASTM F436 beveled washers when the slope of the surfaces of parts in contact with the bolt head or nut is greater than 1:20.
9. Do not install bolts with damaged threads.
10. Threads shall commence outside of the shear plane.
11. Machine Bolts (MB): Install and tighten to a snug condition (ST) such that laminated surfaces bear fully on one another, using an impact wrench or "full effort" of an installer using a standard spud wrench.

G. Supports, Shoring and Bracing: Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing. Conform to requirements of all applicable laws and governing safety regulations. Resist imposed loads, including those of stored materials and equipment.

1. Provide all temporary supports, shoring and bracing necessary to achieve work of tolerances indicated.
2. Provide all necessary temporary flooring, planking and scaffolding required for erection of steel, and support of erection machinery.
3. Construction Loading: Do not overload the structure or temporary supports with stored materials, equipment or other loads.
4. Maintain temporary bracing and shoring until work is complete, and longer as required to ensure stability and safety of structure.

H. Do not make final connections until structure is aligned to meet specified tolerances.

3.03 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.

3.04 FIELD QUALITY CONTROL

- A. The independent Testing Agency will perform field quality control tests, as specified in pertinent sections of Division 01.
- B. Field Welding Inspection: Conform to all requirements of section SOURCE QUALITY CONTROL.

1. Inspect mating surfaces.
2. Test all materials prior to use. Use only materials meeting specified requirements.

3.05 ADJUSTING

- A. Touch-up damaged finishes with compatible specified primer.
- B. Replace defective or damaged work with conforming work. Replace all defective work at Contractor's expense.
- C. Straighten materials by means that will not injure the materials.
- D. Replace defective or damaged work which cannot be corrected in the field with new work, or return defective items to the shop for repair.
- E. Architect/Engineer shall review all proposals for the repair or replacement of damaged, defective, or missing work.
- F. Pay expenses incurred by Owner for Architect/Engineer's costs for (re-)design and obtaining approvals of Authorities Having Jurisdiction (AHJ) necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work, as specified in pertinent sections of Division 01.
- G. Pay expenses due to re-testing and re-inspection necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work, as specified in pertinent sections of Division 01.

3.06 CLEANING AND PROTECTION

- A. Clean all surfaces upon completion of erection; leave free of grime and dirt. Remove unused materials, tools, equipment and debris from the premises and leave surfaces broomed clean.
- B. Protect work from damage by subsequent operations.

END OF SECTION

SECTION 05 5000
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior, slab mounted mechanical equipment enclosure. Intent is to match the existing enclosures. Contractor to field verify, and match all components on the existing enclosures.
- B. Enclosure gates, including hinges.
- C. All miscellaneous metal fabrications not classified as structural steel.
- D. Iron and steel fabrications for wood or metal framing, including bracing.
- E. Inserts and anchorages: Furnish only, inserts and anchoring devices for installation of miscellaneous metal work. Provide setting drawings, templates, instructions and directions for installation of anchorage devices. Coordinate delivery with other work.
- F. Miscellaneous nonferrous metal items not specified under other sections.
- G. Fabrication and installation of metal work, including shop and field welding, drilling, cutting, connecting and shop painting.
- H. Miscellaneous shapes, plates, angles, clip angles, supports, bolts, and specialty iron and steel items indicated and as necessary to complete the work, including, but not limited to, the following:
 - a. Expanded metal Fences and gates.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.
- B. Sections in Division 23: Coordination with mechanical equipment to be included inside the enclosure.
- C. Sections in Division 26: Coordination with electrical equipment and connections to mechanical equipment that occur inside the enclosure.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- C. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014.
- E. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2013.
- F. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- G. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2014 (Amended 2015).

- H. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
- I. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).
- J. SSPC-SP 2 - Hand Tool Cleaning; 1982 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Include details of cuts, connections, camber, holes, and other pertinent data.
 - 2. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths, sizes and types.
- C. Product Data: For each type of product indicated, demonstrate compliance with specified attributes.
 - 1. Catalog cuts for all manufactured items demonstrating compliance with specified requirements.
- D. CAL-GREEN Submittals: Product Data - VOC Limits: For adhesives sealants, fillers, primers and coatings, documentation including printed statement of VOC contents, comply with limits specified in related section.
- E. Manufacturer's data: Submit certified copies of the following prior to any fabrication. Include laboratory test reports and other data as required to show compliance with these specifications, including specified standards.

1.05 SUBMITTALS FOR RECORD

- A. Section 01 3300 - Submittals: Procedures for submittals. Architect will not review these submittals.

1.06 QUALITY ASSURANCE

- A. Design criteria: Design, fabricate and erect miscellaneous metal items complete, in accord with AISC's Design, Fabrication and Erection of Structural Steel for Buildings.
- B. Coordinate the Work under provisions of pertinent sections of Division 01.
- C. Welders:
 - 1. Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".
 - 2. Provide certification that welders to be employed in the work have satisfactorily passed AWS qualification tests within the previous 12 months, and are qualified in the State of California.
- D. Welding Inspection: All structural welding shall be specially inspected according to CBC 1704A and DSA IR-17-3 except as otherwise provided below.
 - 1. Special inspection shall not be required if welding is done in an approved fabricator's shop licensed in accordance with CBC 1704A.

1.07 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01 6000.

- B. Deliver anchor bolts, anchorage devices, sleeves and inserts, which are to be incorporated into other work in ample time to avoid delay.
- C. Store materials to permit easy access for inspection and identification. Store steel materials off the ground, using pallets, platforms or other supports. Protect steel members, package materials and identifications from deterioration.
- D. Store material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- E. Prevent contact with materials which may cause discoloration or staining. Clean materials which are discolored or stained.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. VOC Limits for adhesives, sealants, fillers, primers and coatings . Comply with limits specified in related section.

2.02 MATERIALS

- A. General: Furnish new tested stock complying with reference specifications.
- B. Steel Sections: ASTM A36/A36M.
- C. Plates: ASTM A283/A283M.
- D. Steel Tubing: Hot formed, welded or seamless, ASTM A 501, or cold-formed, ASTM A500, Grade B cold-formed.
- E. Bars and bar-size shapes: ASTM A 663, Grade 65, or ASTM A 36.
- F. HVAC security fencing/cages : Expanded Metal Fencing and Gate Materials: Basis of design by Cageitup.com
 1. Fencing sections 3/4" #9 expanded metal welded to tube frame
 2. Fence Frame, including top frame: 2" x 14 ga. square tube
 3. 5" x 11ga square tube, 1 1/2" x 1/4" flat iron
 4. Hinges: 4x4 heavy duty weld-on butt hinges as supplied by Jansen Ornamental Supply Company. Use model 1850 4x4PL, 7 gauge with 3/4" hinge gap, non-swaged, zinc plated.
 5. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. When anchoring to concrete slab, posts will have 6" x 6" x 1/4" mounting plate with (4) 7/16" holes to accept 3/8" wedge anchors.
- H. Brackets, flanges and anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.
- I. Concrete inserts: wedge type, galvanized ferrous castings, either malleable iron ASTM A 47 or cast steel ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.
- J. Welding Materials: AWS D1.1; type required for materials being welded. Comply with AWS D1.1, D1.3 and CBC Title 24 Part 2.
- K. Shop and Touch-Up Primer and paint for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction, and as recommended by manufacturer.

2.03 FABRICATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible, to ensure proper fitting of the work. Allow for trimming and fitting where field conditions preclude accurate measurements or where final dimensions cannot be established prior to fabrication.
- B. Fit and shop assemble items in largest practical sections, for delivery to site.
 - 1. Minimize field splicing and site assembly. Disassemble only to the extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
 - 2. Complete assembly, including welding, before start of finishing operations. Provide finish surfaces of members exposed in the final structure free of markings, burrs, and other defects.
 - 3. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
 - 4. Use materials and items necessary to complete the work, using the best materials and methods ordinarily used for this type of work whether explicitly specified, indicated and detailed or not.
- C. Fabricate items with joints tightly fitted and secured.
- D. Continuously seal joined members by continuous welds.
 - 1. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
 - 2. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
 - 3. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- E. Use only materials smooth and free of blemishes including pitting, seam marks, roller marks, trade names and roughness.
- F. Fabricate steel members in accordance with drawings and as recommended by A.I.S.C. Verify all dimensions with field conditions prior to fabrication.
 - 1. Clean, prepare and shop-prime steel members. Do not prime surfaces to be field welded or in direct contact with concrete.
 - 2. Galvanizing: ASTM A153, ASTM A123; all steel exposed to weather.
 - 3. Cutting and drilling: Provide holes for fabrication and for attachment of work specified elsewhere. Countersink holes for bolts and screws.
- G. Welding: Comply with the AWS Structural Welding Code, and with the following:
 - 1. Welds shall be free from excessive oxides, nonmetallic inclusions, and gas pockets.
 - 2. Welds shall be uniform in section, smooth in weld metal, feather edged, without overlaps.
 - 3. Surfaces to be welded shall be free from loose scale, rust, paint, or other foreign matter.
 - 4. Tack welds located in way of design welds shall be melted out when encountered in final welding, or shall be thoroughly fused in with final weld.
 - 5. Use proper care and procedures to minimize locked-in stress and distortion.
 - 6. Welder qualification requirements, welding procedure and welding electrodes shall conform to CBC 2204A and most recent editions of AWS D1.1, D1.3; CBC IR-17-3.

2.04 METAL FENCES:

- A. Expanded Metal fences,: Fabricate to dimensions and details shown, with welded joints ground smooth and flush. Hot-dipped galvanized at exterior locations.
 - 1. Fabricate and install to comply with requirements of ASTM E985 for structural performance based on testing performed in accordance with ASTM E894 and E935.
 - 2. Materials: .
 - a. Fencing sections 3/4" #9 expanded metal welded to tube frame
 - b. Fence Frame , including top frame: 2" x 14 ga. square tube
 - c. 5" x 11ga square tube, 1 1/2" x 1/4" flat iron
 - 3. When anchoring to concrete slabe, posts will have 6" x 6" x 1/4" mounting plate with (4) 7/16" holes to accept 3/8" wedge anchors.
 - 4. Provide galvanized inserts for concrete paving.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work. Correct conditions detrimental to the proper and timely performance of this work before proceeding with installation. Commencement of work indicates acceptance of substrates.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, measured from established lines and levels, accurately fitted, free from distortion or defects.
- B. Provide temporary bracing or anchors in formwork for items which are to be built into concrete or similar construction.
- C. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal items to in-place construction; including threaded fasteners for concrete inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- D. Cutting and fitting:
 - 1. Perform cutting, drilling and fitting required for installation of miscellaneous metal items. Fit exposed connections accurately together to form tight hairline joints.
 - 2. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations.
 - 3. Do not weld, cut or abrade the surfaces of exterior units which have been hot dip galvanized after fabrication, and are intended for bolted or screwed field connections.

- E. Field weld components _____ as required to assemble shop-fabricated work on site. If field-welding is not specifically indicated on drawings, option is the Contractor's for efficient assembly.
- F. Perform field welding in accordance with AWS D1.1/D1.1M.
- G. Immediately after erection, clean and prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete with the same materials used for shop finishing.
- H. Expanded Metal Fencing Installation:
 - 1. Install components in accordance with manufacturer's instructions and referenced standards.
 - 2. Place frames in correct position, plumb and level.
 - 3. Mechanically cut galvanized finish surfaces. Do not flame cut.
 - 4. Anchor by bolting through saddle clips.
 - 5. Set perimeter closure flush with top of grating and surrounding construction.
 - 6. Secure to prevent movement.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

3.05 PROTECTION

- A. Protect finished work from damage until acceptance by Owner.
- B. Repair and replacement: In the event of damage, immediately make repairs and replacements necessary to satisfaction of Architect without change in contract sum or time.

3.06 CLEAN-UP

- A. When work of this section has been completed, and at such other times as may be directed, remove all trash, debris, surplus materials, tools and equipment from site.
- B. Comply with pertinent requirements of Division 01 section specifying Contract Closeout.

END OF SECTION

SECTION 06 1000

ROUGH CARPENTRY

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: All labor, materials and equipment and all operations required to complete all rough carpentry and structural framing as indicated on the drawings; to produce shapes and configurations as shown, as required; and as specified herein, including:
1. Structural floor, wall, and roof framing.
 2. Floor, wall, and roof sheathing.
 3. Rough hardware, framing connectors and fasteners.
 4. Treatment of wood.
 5. Concealed wood blocking for support of toilet and bath accessories, wall cabinets, wood trim, and other work requiring supporting blocking.
 6. Miscellaneous wood nailers and furring strips, including roof applications, other wood framing, furring, shims or blocking as required to complete the work.
- B. Related Sections:
1. Pertinent sections of Division 01 specifying Quality Control and Testing Agency services.
 2. Pertinent sections of Division 01 specifying Structural Product Requirements: Structural Product Options, Substitution procedures and limitations, transportation, handling and storage.
 3. Pertinent sections of Division 03 specifying wood formwork construction and/or setting anchors in concrete.
 4. Pertinent section of Division 06 specifying wood construction and materials.
 5. Pertinent sections of other divisions specifying steel or concrete construction.

1.02 REFERENCES

- A. California Code of Regulations, Title 24, latest adopted edition (herein noted as CBC): Chapter 23 Wood.
- B. American National Standards Institute (ANSI) / American Wood Council (AWC) "NDS - National Design Specification for Wood Construction".
- C. National Institute of Standards and Technology (NIST) / Engineered Wood Association (APA) "PS 1 - Voluntary Product Standard for Structural Plywood".
- D. NIST / APA "PS 2 - Performance Standard for Wood-Based Structural-Use Panels".
- E. NIST "PS 20 - American Softwood Lumber Standard".
- F. Redwood Inspection Bureau (RIS) "Standard Specifications for Grades of California Redwood Lumber".

- G. West Coast Lumber Inspection Bureau (WCLIB) "Standard Grading Rules for West Coast Lumber No. 17".
- H. Western Wood Products Association (WWPA) "Western Lumber Grading Rules".
- I. American Wood Preservers Association (AWPA) "Book of Standards".

1.03 SUBMITTALS

- A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. Submit for review prior to fabrication. Submittals that do not meet these requirements will be returned for correction without review.
 - 1. Substitutions for products specified require conformance to substitution requirements in Division 01.
 - 2. Review of materials and hardware for substitution to products specified is at the additional expense of the Contractor.
- B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents. The General Contractor shall review and approve shop drawings prior to submittal to the Architect/Engineer.
- C. Product Data:
 - 1. Submit manufacturer's product data, specifications, and installation instructions for & location of framing connectors, wood preservative materials, application instructions, and fasteners. Include complete, accurate equivalence data when submitting alternate products to those specified. Provide samples of these items upon request.
 - 2. Submit product data and current ICC-ES report for machine-driven nails, fasteners, and equipment, including dimensions of all fasteners, including head, shank diameter and length.
- D. Shop drawings: For manufactured wood products, submit each building as a complete unit. Do not mix components from multiple buildings or units of work in a submittal. Include all of the following;
 - 1. Indicate profiles, sizes, and spacing locations of structural members.
 - 2. Cross-reference all shop drawing detail references to contract document detail references.
 - 3. Secure all field measurements as necessary to complete this work.
- E. Manufacturer's Certificate: Submit all certifications of physical and chemical properties of materials as specified below in Article titled QUALITY ASSURANCE.
 - 1. Certify that wood products supplied for rough carpentry meet or exceed specified requirements, including specified moisture content.

1.04 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies, refer to pertinent sections of Division 01 and CBC Chapter 17A.
- B. All tests shall be performed by a recognized testing agency as specified in pertinent sections of Division 01.
- C. Inspection of fabricators is required per CBC 1704A.2 unless fabricator is registered and approved by the building official. Wood product quality standards:
 - 1. All wood products to comply with article REFERENCES.
 - 2. Factory-mark each piece of lumber and sheathing with type, grade, mill, and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
 - 3. Sheathing panels to be marked by APA (The Engineered Wood Association).
- D. End-Jointed lumber shall not be used.
- E. Hardware and engineered wood products shall have current ICC ES Evaluation/research reports that are equivalent to products specified.
- F. Employ competent workers experienced in work of the types specified and required.

1.05 MOCK-UP

- A. Construct mock-ups of machine-driven nailed sheathing panels using submitted products and demonstrating conditions indicated. Locate where directed.
- B. Mock-up shall be accepted and approved by the Inspector of Record (IOR) before commencement of machine-driven nailing activity.
- C. Accepted mock-up shall remain exposed for reference for the duration of machine-driven nailing activity.
- D. Remove all mock-ups at the completion of the work.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent requirements of Division 01.
- B. Delivery: Time delivery and installation of carpentry products to avoid delaying other trades whose work is dependent on or affected by this section and to comply with moisture content, protection and storage requirements.
- C. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and sheathing panels to prevent deformation and provide air circulation within stacks.
 - 1. Store materials for which a maximum moisture content is specified only in areas where relative humidity has been reduced to a level where specified moisture content can be maintained.

2. Handle and store materials above ground to prevent damage, contamination, or accumulation of dirt or foreign materials.
3. Provide special protection for horizontal sheathing panels. Deformation of panels due to moisture is not acceptable.

1.07 PROJECT/SITE CONDITIONS

- A. Verify all conditions at project site affecting the work; work to field dimensions as required. Coordinate carpentry installation with size, location, and installation of service utilities.
- B. Sequence rough carpentry installation activities to allow sufficient time for:
 1. Review of all submittals.
 2. Fabrication of mock-ups and required durations as specified.
 3. Indicate submittal review, procurement, mock-up, and testing activities in the project schedule prior to the start of installation. Installation durations shall be based on hand-nailed installation methods specified.
 4. Attainment of specified maximum lumber moisture content.

PART 2 PRODUCTS

2.01 DIMENSIONED LUMBER

- A. General
 1. Size per industry standards for nominal sizes shown; S4S (sanded four sides).
 2. Warped/twisted and excessively checked members shall not be used regardless of grade marks.
 3. At the Contractor's option, engineered lumber of equivalent size and material properties may be substituted for solid sawn lumber where material is difficult to source due to length, availability, etc. Submit proposed substitution to Engineer for review prior to purchasing materials.
- B. Moisture content of framing:
 1. All lumber to be maximum 19% at time of fastener installation, except 3x and 4x studs may be 25% at time of sheathing panel nailing. All lumber to be maximum 19% at time of close-in, unless noted otherwise.
 2. The Owner's Testing Laboratory will test for moisture content prior to commencement of close-in.
 3. The Contractor shall recognize that excessive shrinkage of lumber results from excess moisture content at the time of installation. The Contractor will compensate for use of such lumber by waiting for acceptable moisture content before close in and/or by replacing/repairing lumber that has sagged, twisted, or warped prior to close in.
 4. Deviation from this specification would require structural redesign of connections and fasteners.
- C. Sills/ledgers on concrete or masonry: No. 2 pressure treated Douglas Fir and as called for on the drawings.

- D. Interior structural framing shall be Douglas Fir (D.F.) with grades as noted below, unless otherwise specified on the drawings. All grades are per WCLIB standard grading rules.
 - 1. All permanently exposed (interior or protected from weather) framing shall be select structural grade with no box heart.
 - 2. Except per 1 above, unless noted otherwise, minimum grades are:
 - a. Floor/roof joists/rafters (2x) and 2x8 & larger studs & plates: D.F. No. 1
 - b. 2x4 and 2x6 studs and plates: D.F. No. 1
 - c. 4x and larger: D.F. No. 1
 - d. Blocking: D.F. No. 2
 - e. 6x8 and larger posts and beams may be SGL/CGL per below unless noted otherwise on the drawings.
- E. Exterior structural framing (exposed to weather) shall be redwood select structural grade or pressure treated D.F. No. 1, unless noted otherwise.
- F. Structural decking shall be D.F. select decking or White Pine select where not exposed to moisture. Where directly exposed to moisture or high humidity for prolonged periods of time, decking shall be Alaskan Yellow Cedar or Port Orford Cedar. Moisture content at time of installation to be less than 12%.
- G. Framing not otherwise shown or specified: Douglas Fir construction grade per WCLIB paragraphs applicable to uses and sizes required.

2.02 MANUFACTURED LUMBER

- A. Structural (Certified) Glued Lumber (SGL): SGL shall be manufactured following the American Lumber Standards Committee (ALSC) "Glued Lumber Policy" and meet the requirements of Voluntary Product Standard PS 20 "American Softwood Lumber Standard". Grading shall be per the West Coast Lumber Inspection Bureau (WCLIB) or Western Wood Products Association (WWPA). SGL shall be manufactured with waterproof adhesive. "Stud use only" SGL is not permitted.
 - 1. Acceptable products:
 - a. "RMT" by Rosboro.
 - b. Approved equal.
 - 2. Where specified for use on plan, SGL shall be entirely Douglas Fir lumber. SGL shall be grademarked to match the grade as would be specified for solid sawn lumber in the same location/use.
 - 3. At the contractor's option, SGL may be substituted for solid sawn lumber. SGL species and grade shall match that for the solid sawn member. SGL shall not be substituted for glued-laminated (glulam) members.
- B. Laminated Veneer Lumber (LVL): for use as joists, beams, blocking, or studs when so noted on the drawings. Conform to ICC AC 47. Minimum $F_b = 2,600$ PSI. Minimum $E = 2,000,000$ PSI. Acceptable products:
 - 1. "Microllam LVL" by Trus Joist, ICC ESR-1387
 - 2. "Redlam LVL" by RedBuilt, ICC ESR-2993
 - 3. Approved equal

- C. Laminated Strand Lumber (LSL): for use as blocking (flat or vertical) or rim joist when used with I-joist or LVL, when so noted on the drawings. Conform to ICC AC 124. Minimum $F_b = 1,700$ PSI. Minimum $E = 1,300,000$ PSI. Acceptable products:
 - 1. "Timberstrand LSL" by Trus Joist, ICC ESR-1387
 - 2. "Redlam LSL" by Redbuilt, ICC ESR-1387
 - 3. Approved equal

- D. Parallel Strand Lumber (PSL): for use as beams and posts when so noted on the drawings. Conform to ICC AC 47. Minimum material properties for beams: $E = 2,200,000$ psi; $F_b = 2,900$ psi; $F_c = 2,900$ psi (parallel); $F_v = 290$ psi. Minimum material properties for posts: $E = 1,800,000$ psi; $F_b = 2,400$ psi; $F_c = 2,500$ psi (parallel); $F_v = 190$ psi. Acceptable products:
 - 1. "Parallam PSL" by Trus Joist, ICC ESR-1387
 - 2. Approved equal

2.03 STRUCTURAL SHEATHING PANELS

- A. Plywood: Structural sheathing shall conform to product standard PS-1 or PS-2. All panels shall have a minimum bond classification of "Exposure 1" and bear the trademark of the Engineered Wood Association (APA) or other qualified agency. Grades shall be "Rated Sheathing" or "Structural 1" as required on the drawings.

- B. Oriented Strand Board (OSB): All structural OSB shall be grade marked by a qualified agency for conformance with Product Standard PS-2 and shall be fabricated with exterior glue. Grades shall be as required on the drawings.

2.04 TREATED WOOD:

- A. Treated Lumber and Plywood: Comply with requirements of AWWA Standard U1. See Standard U1 for "Use Category" designations. Do not provide higher Use Category lumber than that specified. Maximum moisture content shall be the same as required for "dimensioned lumber" as specified above.

- B. Preservative Treated Lumber
 - 1. General
 - a. Preservatives shall be waterborne. Preservative retention rate shall be as required per AWWA Standards U1 & T1. Lumber shall be Douglas Fir No. 2 (or better). Cut faces of treated wood shall be brush treated (two complete applications) prior to installation.
 - b. Lumber less than 8 inches above grade and lumber less than 6 inches above exterior hard-surface flatwork shall be treated.
 - c. Each piece of wood shall be stamped by the wood preservative applicator to identify its treatment and preservative retention.
 - 2. Lumber at interior, non-weather exposed locations installed adjacent to concrete or masonry shall be Use Category UC2. Examples include sill plates & ledgers and lumber in contact with roofing, flashing, or water proofing. Borate treated lumber meeting AWWA UC2 is acceptable in this application.

3. Lumber at exterior locations, not in contact with soil/ground, shall be Use Category UC3B. Examples include Douglas Fir decking and deck framing.
 4. Lumber in contact with soil/ground shall be Use Category UC4A. Examples include timber retaining walls.
 5. Poles, posts, and sheathing panels shall be treated as recommended by AWWPA Standard U1 per use and exposure.
 6. Maximum Volatile Organic Compound (VOC) content of field-applied preservative shall meet local air quality standards and the California Green Building Code. Provide either of the following:
 - a. Copper Azole (CA-B) per ICC-ES AC326.
 - b. Alkaline/Copper/Quaternary (ACQ).
- C. Fire Retardant Treatment: Product and application process must be recommended by manufacturer of treatment as being suitable for painting. Application shall be by a California State Fire Marshal approved licensed contractor.
1. Exterior Type: Use Category UCFB, chemically treated, and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
 - a. Treat exposed exterior rough carpentry items, including stairways, balconies, and covered walkways.
 - b. Do not use treated wood in direct contact with the ground.
 2. Interior Type: Use Category UCFA, low temperature (low hygroscopic) type, chemically treated, and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Treat rough carpentry items as indicated.
 - b. Do not use treated wood in applications exposed to weather or where the wood may become wet.

2.05 FASTENERS AND ACCESSORIES

- A. General requirements for fasteners:
1. Fasteners shall be of adequate size, spacing, and number to resist design loads under intended use, and types shall be appropriate for the materials or conditions for which used.
 2. Provide washers, pre-drilling, etc. as required for proper installation and to prevent damage to framing.
 3. Fasteners shall be hot-dip galvanized (ASTM A153), mechanically galvanized (ASTM B695 class 55 minimum), stainless steel (type 303, 304, 305, or 316), silicon bronze, or copper by approved methods for the following applications:
 - a. Exterior, exposed use.
 - b. In contact with preservative or fire-retardant treated wood.
 - c. Nails in contact with preservative treated wood containing ammonia shall be stainless steel.
 4. Fasteners in moist corrosive atmosphere to be of stainless steel (type 303, 304, 305, or 316).

5. Where the retention level of ACQ or MCQ preservative is greater than 0.40 pcf, CBA-A preservative is greater than 0.41 pcf, or CA-B preservative is greater than 0.21 pcf, provide stainless steel fasteners (type 303, 304, 305, or 316).
 6. All fasteners specified by manufacturer shall be installed in framing hardware, unless noted otherwise.
 7. At borate treated lumber a clear zinc coating per ASTM F1941 is acceptable.
- B. Nails and nailing not otherwise shown or specified:
1. Comply with requirements of governing building code.
 2. For securing materials to hardened concrete or masonry provide hardened steel masonry nails or Simpson Strong-Tie "Titen" screws.
 3. For framing and general woodwork: Common bright wire nails (not box nails) with centered full-round heads per ASTM F1667 including Supplement S1. 16d cement coated sinker nails may be used in lieu of common nails for framing, where noted on the drawings. Unless otherwise noted on drawings, nail sizes shall be as follows:
 - a. 8d Common: 0.131" \varnothing x 2-1/2" long with 0.281" \varnothing head.
 - b. 10d Common: 0.148" \varnothing x 3" long with 0.312" \varnothing head.
 - c. 16d Common: 0.162" \varnothing x 3-1/2" long with 0.344" \varnothing head.
 4. Nails for sheathing panels shall be of common wire with full round heads and shall be of sufficient length to fully develop the nails.
 5. Machine-driven nails of all types must comply with the requirements of this section. All proposed nails shall match diameter and penetration of specified nails.
 6. Staples shall conform to length and gauges specified and shall be installed to match specified patterns and spacing.
 7. Power Actuated Fasteners (PAF): Use only as approved by the Architect/Engineer; operators shall be qualified.
- C. Bolts: Malleable iron washers or steel plate washers, unless otherwise shown, shall be provided under all bolt heads and nuts.
1. Machine Bolts: ASTM A307 and ANSI/ASME B18.2.1, standard semi-finished machine bolts as shown or required. Nuts shall be standard size unless noted otherwise and shall be per ASTM A563.
 2. Anchor bolts or threaded rod anchors shall conform to ASTM F1554, ASTM A307, or ASTM A36. Anchor bolts shall be headed or end in two nuts tightened against one another, unless noted otherwise. Provide embedded plate washer as indicated on drawings. No upset threads allowed. No L or J bolts allowed.
- D. Lag screws: Standard hex lag screws per ANSI/ASME B18.2.1.
- E. Wood screws: Standard wood screws per ANSI/ASME B18.6.1.
- F. Power Actuated Fasteners (PAF): Hilti X-CP72, ICC ESR-2379; Simpson PDPAWL-300 MG, ICC ESR-2138.
- G. Framing hardware: Fabricated sheet metal timber framing connectors shall be manufactured from painted or galvanized G90 steel by Simpson Strong-Tie (connectors specified on drawings are per Simpson Strong Tie, USP Lumber Connectors, or approved equivalent. Connectors shall be at least 16 gauge material, (1/8 inch plate materials where welded), unless otherwise

noted, punched for nailing. All heavy hardware to be fabricated from A36 steel per Division 05, Metals. All hardware intended for exterior exposed use shall be galvanized per G185 ASTM A653 or stainless steel.

1. For contact with preservative or fire-retardant treated wood, provide minimum G185 galvanizing per ASTM A653.
 2. Nails and nailing shall conform to the manufacturer's instructions with a nail provided for each punched hole. Nails to be used with framing accessories are subject to the requirements specified in this Section for fasteners and anchors.
- H. Subfloor Glue: Water proof, water base, air cure type, cartridge dispensed conforming to APA Standard AFG-01 or ASTM D3498. Maximum Volatile Organic Compound (VOC) shall meet local air quality standards and the California Green Building Code.

2.06 SOURCE QUALITY CONTROL

- A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform testing for moisture content of all lumber at time of fastener installation.
- B. The Testing Agency will submit reports as specified in Division 01.

PART 3 EXECUTION

3.01 REQUIREMENTS FOR STRUCTURAL FRAMING

- A. General
 1. Refer to drawings for layouts, notes and details, provide framing as required; comply with governing building code requirements.
 2. Provide framing to achieve true alignments as surfaces receiving finish materials.
 3. It shall be the responsibility of the Contractor to provide and install all wood blocking, furring strips, or grounds detailed or required to provide anchorage for all finishes, accessories, fixtures, etc. as required to complete all work. All blocking and/or backing shall be securely bolted or otherwise anchored in place.
 4. Contractor shall be responsible for layout of anchor bolts, and other hardware embedded in concrete when placed by other trades.
 5. Provide and install all structural framing, blocking, fasteners, brackets, clips, etc. as required to complete work specified in the Construction Documents.
- B. Framing
 1. Sill Plates and Ledgers:
 - a. Sill plates and ledgers on concrete shall be anchored with bolts, unless noted otherwise, shall have full bearing on concrete, and shall be placed for sheathing panel nailing as indicated. All bolt nuts shall be provided with a cut plate steel washer for bearing on wood.
 - b. Provide a minimum of two sill anchor bolts per sill piece with a bolt no less than 4 1/2" and no more than 12" from the end of the sill. Bolts to be 5/8" diameter x 12" (18" at curb) long at 48" on centers, unless otherwise shown or noted. Provide additional anchor bolts each side of a notch or hole, as per a typical plate splice, where notch or

- hole is in excess of 1/3 the plate width. At shear walls, provide a plate washer 3" x 3" x 0.229" minimum between the sill and nut at anchor bolts. Plate washer to extend within 1/2 inch of the structural wall sheathing. Offset and/or stagger anchor bolts, or provide larger plate washer as required.
- c. Anchor bolt holes in sill plates or ledgers shall be 1/16" maximum larger than anchor bolt.
2. Stud Walls and Framing:
 - a. Cut studs and posts with square ends, unless otherwise shown or noted. All posts and beams shall be "cut to bear" unless otherwise detailed.
 - b. All studs in walls shall be placed with the shortest dimension parallel to the run of the wall. Bearing studs shall extend full height to be the supporting framing as shown; non-bearing studs shall extend to the supporting framing.
 - c. Provide double studs on each side of all openings, unless shown or noted otherwise.
 - d. All openings in stud walls and partitions shall be framed with headers across the top, as shown, with a minimum size (6" nominal depth x stud width) resting on short cripple studs, and as shown on the drawings.
 - e. All stud partitions and walls shall have horizontal solid blocking not less than 2x and of the same width as the stud, fitted and nailed into the studs at mid-height of stud, for studs over 8 feet in height, except as otherwise shown or specified. This blocking shall be so spaced that there shall be no concealed air spaces greater than eight feet in any dimension.
 - f. Stud partitions containing plumbing, heating or other pipes shall be so framed as to give proper clearance for piping. Plumbing, heating and vent pipes exceeding 1-1/2" in inside diameter shall not be placed in partitions used as bearing or shear walls unless completely furred clear of the wall. No notching shall be allowed. Pipes shall be placed in the center of the plate using a neat bored hole and the plates shall be strapped on each side with 3" x 36" x 14 gauge steel punched for 10d nails 3" on center, staggered, or as shown on the drawings.
 3. Top Plates
 - a. Top plates shall be double, set single. Corners where stud wall or partitions meet shall be framed with studs on all surfaces and blocking to form a "rigid" corner with nailing for all corners. Double top plates shall be lapped at corners. Lap splices and nailing per the drawings.
 4. Floor, Roof and Ceiling Framing
 - a. Joists and beams shall be accurately aligned and the position and spacing of all joists and beams shall be as shown and be coordinated with other framing and to other trades prior to actual construction.
 - b. Place all joists and beams with crown up. Cantilevered joists and beams shall be placed with the crown down.
 - c. Cutting of wood girders, beams or joists for electrical and mechanical lines shall be limited to cuts and bored holes not deeper than 1/5 of the beam depth from the top and located not farther from the support than three times the beam depth and not less than the beam depth. Cuts in excess of this, or single bored holes with a diameter of more than 1" are not permitted without special provisions for framing the beams. Location of all cuts in framing shall receive the prior review of the Architect/Engineer.
 - d. Provide vent holes in rafters and/or blocking as shown and/or directed by the Architect.

3.02 STRUCTURAL SHEATHING

A. General

1. Sheathing nailing shall be as required on the drawings. Do not overdrive (Do not break skin of sheathing face sheet). Over driving will be cause for rejection.
2. Form sheathing may be re-used for concealed sheathing provided the lumber at the time of re-use is approved by the Architect, meets with the framing grade requirements specified herein, is in good condition, and is thoroughly cleaned with all nails removed.
3. Pneumatic nailing devices shall be adjustable so that nail heads do not penetrate skin of sheathing. Contractor shall submit equipment and nails for review prior to use. Refer to PART 2 for other nailing requirements.

B. Roof and Floor Sheathing: Except "Panelized Roofs", lay with face grain perpendicular to roof rafters, roof trusses or floor joists. Stagger sheets. Block all unsupported sheet edges with 2x material unless noted otherwise.

C. Wall Sheathing: Lay with face grain either parallel or perpendicular to studs. Exposed bottom edges shall be sealed as recommended by manufacturer. Block all unsupported sheet edges with 2x materials unless noted otherwise.

D. Panelized Roofs: Where sheathing is set @ 8'-0 1/8" spacing, cut every fourth sheet short by 1/2" to re-align structural framing that has been specified to be spaced at even units of 2, 4 or 8 feet.

3.03 ROUGH HARDWARE

A. General: Nails, spikes, screws, fabricated sheet metal anchors, ties, hangers and any other materials shown or required for the attachment of wood to concrete and wood to steel and wood to wood shall be furnished and installed as part of this work.

B. Framing Nailing: All framing nailing shall conform to minimum requirements of the Building Code, and with details shown on the drawing.

C. Bolts, Lag Screws and Washers:

1. Bolts in wood shall be machine bolts unless otherwise noted and shall be of such length that the bearing length of the threads does not exceed $\frac{1}{4}$ of the full bearing length in the member holding the threads. Bolt holes in wood shall be 1/32" oversized. Bolt holes for sill plates may be 1/16" maximum oversize. Holes in steel shall be 1/16" oversize. See Section 3.1 for anchor bolts at sill plates and ledgers.
2. Provide square plate or malleable iron washer and nut at head where bearing is against wood; cut washer under nut where it is against steel. Washer will not be required under head of carriage bolts. Provide malleable iron washers where exposed.
3. All nuts shall be tightened when placed and retightened at completion of the job or immediately before closing with final construction.
4. Lag screws shall be screwed (not driven) into place. Drill pilot hole to 70% of shank diameter. Drill clearance hole to full shank diameter and depth of unthreaded screw length.

- D. Wood Screws: Minimum penetration is 10 diameters unless noted otherwise. Where fastening hardwood timber species or where wood tends to split, provide pilot hole 70% of screw shank diameter.
- E. Proprietary Fasteners and Hardware: Install per manufacturer's published installation instructions (MPII) and code approval report (e.g. ICC ESR, IAPMO ER, etc). Provide MAX quantity, size, and length of fastener at hardware (i.e. joist hangers, framing, clips, etc) unless otherwise noted per plan.

3.04 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

- A. Coordinate installation of wood decking, metal-web wood joists, glued-laminated wood construction, shop-fabricated wood trusses, and wood I- joists.
- B. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members. Fasten curbs corner-to-corner and to rafters with framing connectors configured for this application.
- C. Blocking:
 - 1. Provide fire blocking at locations and spacing's as required by CBC Chapter 7. Locate other blocking, supplementary framing, backing plates and bracing to facilitate installation of finish materials, fixtures, equipment, services, accessories, and trim requiring attachment and support.
 - 2. Solid block joists and rafters over all supports with blocking of the same size and material as the joist or rafter.
- D. Furring:
 - 1. Nominal 1 inch x 3 inch minimum, continuous and spaced at 16 inches on center, maximum.
 - 2. Install plumb, rigid, and level. Shim where necessary to provide a true, even plane suitable to receive the finish required.
 - 3. Attach to concrete and masonry as shown in the contract drawings.
- E. Bridging: Use 2 inch solid cross bridging. Nail bottom ends of bridging only after sheathing has been nailed.
- F. Stair Framing: Provide with 3 stair stringers for each set of stairs, unless otherwise shown. Cut notches to receive exact size of treads and risers (if any) shown, with no change in dimensions between landings. Provide stringers of size shown, or if not shown, of a size to allow not less than 3-1/2 inch of effective depth, measured perpendicular to the rake of the stringer, after notching.
- G. Install miscellaneous metal angles, bolts, and other items; secure into formwork where embedded in concrete.
- H. Install accessory items not otherwise set under other sections; after completion of painting and other finishing work; in locations shown or directed by the Architect. Set items plumb, level, and secure using appropriate fastening as applicable.

3.05 FIELD APPLIED WOOD TREATMENT

- A. Field treat all end cuts and holes in preservative treated materials per PART 2.
- B. Apply two brush coats; or full-immersion dip not less than 15 minutes; or as required to thoroughly saturate all surfaces after cutting.
- C. Air dry 2-hours minimum before installation.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum. Provide framed substrates meeting requirements for application of finishes specified in other sections.
- D. Exposed surfaces shall be free from dents and tool marks, unsanded rough or torn faces and corners, and other defects.

3.07 FIELD QUALITY CONTROL

- A. The Testing Agency, as specified in the Article QUALITY ASSURANCE, will perform the following tests and submit reports as specified in Division 01:
 - 1. Moisture content of all lumber at time of close-in.
 - 2. Periodic special inspection of nailing, bolting, and other fastening within the seismic-force-resisting system including shear walls, wood diaphragms, etc. per CBC Section 1705A.12.2.
 - 3. Special inspection of high load diaphragms per CBC Section 1705A.5.1 where designated on documents.

3.08 ADJUSTING

- A. Replace all defective work at Contractor's expense.
- B. Replace defective or damaged work with conforming work.
- C. Correct defects using means that will not injure the materials.
- D. Replace defective or damaged work which cannot be corrected in the field with new work, or return defective items to the shop for repair.
- E. Repair or replace framing lumber sagged, twisted or warped due to shrinkage from excessive moisture content at time of installation, or from other causes.
- F. Adjust to meet specified tolerances.

- G. Architect/Engineer shall review all proposals for the repair or replacement of damaged, defective, or missing work.
- H. Pay expenses incurred by Owner for Architect/Engineer's costs for (re-)design and obtaining approvals of Authorities Having Jurisdiction (AHJ) necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work.
- I. Pay expenses due to re-testing and re-inspection necessitated by incomplete, inefficiently scheduled, improperly performed, defective or nonconforming work.

3.09 CLEANING AND PROTECTION

- A. Clean all surfaces upon completion of erection, leave free of grime and dirt. Remove unused materials, tools, equipment, and debris from the premises and leave surfaces broomed clean.
- B. Waste Disposal: Comply with the requirements of pertinent sections of Division 01 specifying cleaning and disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- C. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- D. Prevent sawdust and wood shavings from entering the storm drainage system.
- E. Protect work from damage by subsequent operations.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood door frames.
- C. Wood casings and moldings.
- D. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 09 9123 - Interior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
 - 1. Door Frames: White birch; prepare for paint finish.

2.02 WOOD-BASED COMPONENTS

- A. Provide sustainably harvested wood, certified or labeled as specified in Section 01 6000 - Product Requirements.

2.03 LUMBER MATERIALS

2.04 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Primer: Alkyd primer sealer.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 SITE FINISHING MATERIALS

- A. Finishing: Field finished as specified in Section 09 9123.

2.06 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.07 SHOP FINISHING

- A. Apply wood filler in exposed nail and screw indentations.
- B. Finish work in accordance with AWI/AWMAC/WI (AWS), Section 5 - Finishing for grade specified and as follows:
 - 1. Opaque:
 - a. Field Painted
 - b. Color: As selected by Architect.
 - c. Sheen: Flat.
- C. Back prime woodwork items to be field finished, prior to installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 0150.91
ROOFING REPAIR

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provide all labor, equipment, and materials to maintain and protect the existing roof system..
- B. Patch and repair existing roofing at new penetrations.

1.02 RELATED SECTIONS

- A. Section 07 6200- Sheet Metal Flashing and Trim: Sheet metal flashing and trim.
- B. Section 06 1000 Rough Carpentry: Substrate for roof patching.
- C. Division 23: Sections specifying new mechanical equipment.
- D. Division 26: Sections specifying new electrical utilities to new mechanical equipment.

1.03 SYSTEM DESCRIPTION

- A. Maintenance roofing work including but not limited to:
 - 1. Flashing Installation at new penetrations.
 - 2. All flashings to consist of one ply of Polyester-Fiberglass-Polyester base sheet set in mastic covered by an additional layer of modified bitumen membrane.

1.04 PERFORMANCE REQUIREMENTS

- A. Make roof patches weathertight and watertight. All drainage to flow off new roof patches, do not permit standing water.

1.05 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting conformance with existing roof system.
- C. Certificates: Certify that products of this section meet or exceed specified requirements.
- D. Manufacturer's Field Reports: Indicate deviations or deficiencies observed during site visits, record method of resolution.
- E. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and approved by manufacturer.
- C. Respond immediately to correction of roof leakage during construction. If the contractor does not respond within 24 hours, the Owner has the right to hire a qualified contractor and backcharge the original contractor.

1.07 PRE-INSTALLATION MEETING

- A. Convene two weeks before starting work of this section. Meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Architect/Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:

1.08 PROJECT CONDITIONS

- A. Coordinate roof patching installation with size, location and installation of roof mounted work.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Weather Condition Limitations: Do not apply materials during inclement weather or when a 40% chance of precipitation is expected.
- B. Materials shall be stored at room temperature until immediately prior to application when the ambient temperature is 40°F or below. Discontinue the application if the material can not be stored at a temperature which permits even distribution during application.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

1.10 WARRANTY

- A. Correct defective Work within a one year period after Date of Substantial Completion.
- B. Provide one year manufacturer warranty for roof patching.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide products conforming to existing Bituminous roofing membrane.
- B. Substitutions: See Section 01 6000 - Product Requirements.
- C. Substitutions: See Section 01 3300: Submittals.

2.02 MATERIALS

- A. Modified Flashing Ply: ASTM D-6162 Type III Grade G , 135 mil SIS and SB (Styrene-Isoprene-Styrene and Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane reinforced with a dual fiberglass scrim and polyester mat.
 - 1. "STRESSPLY "E" MINERAL" manufactured by The Garland Company.
- B. Asphalt Primer: V.O.C. compliant, ASTM D-41.
 - 1. "Garla Prime" manufactured by The Garland Company.
- C. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II.
 - 1. "Flashing Bond" manufactured by The Garland Company.
- D. Reinforcing Fabric: Fiberglass Mesh.

- E. Base Flashing Ply: ASTM D-4601 Type II, one ply of Polyester-Fiberglass-Polyester, as recommended and furnished by the membrane manufacturer.
- F. Deck Sheathing: Perlite board, ASTM C 728; 1/2 inch thick, as manufactured by Manville, Celotex.

2.03 ACCESSORIES

- A. Nails and Fasteners: Galvanized steel except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel.
- B. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than 28 gauge and not less than 1-inch in diameter. Discs shall be formed to prevent dishing. Bent or cup-shaped caps are not acceptable.
- C. Accessory Materials: Other materials not specifically indicated but required to achieve the results specified; commercial quality. Types recommended by manufacturer to suit conditions.
- D. Sealant: Compatible material of types specified in Section 07 9005.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrate surfaces to receive roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing repairs until unsatisfactory conditions have been corrected in a manner acceptable to Roof System Manufacturer and Installer.
- B. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof repairs.
- C. Verify deck surfaces are dry and free of snow or ice.

3.02 WOOD DECK PREPARATION

- A. Verify flatness and tightness of joints of wood decking. Fill knot holes with latex filler.
- B. Seal joints of plywood with tape.

3.03 INSTALLATION

- A. Prepare all penetrations to be flashed and where shown on the drawings.
- B. All plies will be adhered with the following:
 - 1. With mastic. The base flashing and the modified membrane will be used as the flashing and nailed off 8" O.C. at all vertical surfaces.
- C. The entire sheet of the base flashing and the flashing membrane must be solidly adhered to the substrate. All base flashings shall be set in mastic and covered by an additional layer of modified bitumen membrane.
- D. Seal all vertical laps of flashing membrane with a three-course application of Flashing Bond and fiberglass mesh and aluminize.
- E. Seal junction of flashing membrane and roof with a three-course application of Flashing Bond and mesh.
- F. Install all work in accordance with manufacturer's instructions.

3.04 INTERFACE WITH OTHER WORK

- A. Coordinate with roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with the roofing work as specified in other sections to avoid conflict or omission in waterproofing systems and to provide watertight installation.

3.05 FIELD QUALITY CONTROL

- A. At completion of roofing installation and associated work, meet with Installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each parting attending.
- C. Repair or replace (as required) deteriorated or defective work found at time above inspection to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. The Contractor is to notify the Owner upon completion of corrections.
- E. Following the final inspection, acceptance will be made in writing by the material manufacturer.

3.06 CLEANING and PROTECTION

- A. Clean roof and surrounding surfaces. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by bitumen or other source of soiling caused by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.
- D. Protect installed work from subsequent construction operations.
- E. Do not permit traffic over unprotected roof surface.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings and as follows:
 - 1. Edge strip and flashing.
 - 2. Counterflashings for roof accessories, roof mounted equipment, vent stacks and similar items.
 - 3. Reglets and accessories.
- B. Foam Sealer tape for sheet metal and flashing applications.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood curbs and nailers.
- B. Section 07 0150 - Roofing Repair.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- C. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- D. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 2013a.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- F. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), International Building Code
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.
- H. NRCA National Roofing Contractors Association - Roofing Manual.
- I. Manufacturer's recommendations and specifications.

1.04 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
 - 1. Indicate type, gauge and finish of metal.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements , except as otherwise indicated.
- B. Contractor's Warranty: The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be water-tight and secure for a period of five years from the date of final acceptance of the building.

Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. VOC Limits for adhesives, sealants, fillers, primers and coatings . Comply with limits specified in related section.

2.02 SHEET MATERIALS

- A. Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal, minimum thickness 24 gauge and greater as required by referenced standards for specific applications indicated.

2.03 FABRICATION - GENERAL

- A. Fabricate in accordance with referenced standards. Form sections true to shape, accurate in size, square, and free from distortion or defects. Form pieces as recommended by SMACNA standard for conditions required.
 - 1. Provide reinforcements and supports as required for secure anchorage.
 - 2. Make joints rigid. Seams mechanically strong and soldered or sealed to make watertight
 - 3. Fabricate corners in one piece with legs extending 30-inches each way to field joint. Lap, rivet, and solder or seal corner seams watertight.
 - 4. Turn up "end dam" flanges at ends of opening sill flashing pieces, lap with wall flashing and membranes to shed water.
 - 5. Fabricate cleats of same material as sheet, minimum 3/4 inches wide, interlockable with sheet.
 - 6. Hem exposed edges on underside 1/2 inch; miter and seam corners.
 - 7. Solvent clean all sheet metal. Coat surfaces to be in contact with roofing or otherwise concealed with specified asphaltic paint; 0.015-inch minimum uniform thickness.
- B. Fabricate cleats of same material as sheet, 1 gauge heavier, minimum 2 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Machine-roll flashing elements and joinery required to be curved or radiused. Do not field bend or "walk-down". Provide true curves and joinery utilizing "Pittsburgh lock" construction, minimizing joints. Segmented fabrication is not acceptable unless specifically noted and dimensioned on drawings.
- E. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- F. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- G. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

2.04 ROOF-RELATED SHEET METAL AND FLASHINGS

- A. Roof-Related Sheet Metal and Flashings: As indicated, as specified in related sections, as required by roofing material manufacturers and referenced standards. Coordinate work of this section with related sections. Provide complete systems without conflict or omission.

2.05 ACCESSORIES

- A. Reinforcement Metals:
 - 1. Typical: Stainless steel or extruded aluminum.
 - 2. For copper work: Copper or Stainless Steel.
- B. Fasteners:
 - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 - 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
 - 3. Screws, bolts, washers, drive-ins.
 - a. For galvanized steel work: Galvanized steel or cadmium plated steel.
 - b. For zinc alloy work: Steel, hot dip galvanized per ASTM A153, or stainless steel or aluminum.
- C. Underlayment: Organic roofing felt, Type II ("No. 30").
- D. Primer: Galvanized iron type.
 - 1. Product: Rust-Oleum 7400 System, Modified Alkyd Zinc Primer, <340 g/l VOC: www.rustoleum.com.
 - 2. Substitutions: Section 01 3300.
- E. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- F. Sealant to be Exposed in Completed Work: 1; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- G. Flexible Flashing: 25 mil (0.64 mm), cold applied, self-adhering membrane consisting of a 3 mil (0.07 mm) high density, cross-laminated polyethylene film coated on one side with a 22 mil (0.56 mm) layer of rubberized asphalt adhesive; W. R. Grace "Vycor Plus".
- H. Sealer Tape: Medium Density Closed Cell EPDM or rubber blend tape single-coated with acrylic adhesive, for use in sheet metal and flashing applications.
 - 1. Width and Thickness: As required for snug fit under low compression to exclude moisture.
 - 2. Tensile Strength, ASTM D 412: 65 PSI.
 - 3. Pres-On; P9100, www.pres-on.com.
 - 4. 3M
 - 5. Argent; www.argent-international.com.
- I. Plastic Cement: 1, Type I.
- J. Flux: FS O-F-506.
- K. Solder: ASTM B 32; Alloy Grade 50A.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.

- D. Field measure site conditions prior to fabricating work.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

- A. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual.
 - 1. Anchor units of work securely in place by methods indicated, providing for thermal expansion of units; conceal fasteners where possible, and set units true to line and level in locations indicated.
 - 2. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction. Conform to referenced standards. Make metal joints watertight.
- C. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual 1-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
- D. Underlayment: Where sheet metal installation occurs on cementitious or wood substrates, install roofing felt covered with slip sheet direct to substrate, do not allow sheet metal installation directly to concrete or wood.
- E. Coordinate sheet metal installation with roofing underlayment and air barrier and water-resistive barriers specified in related sections.
- F. All accessories or other items essential to the completeness of sheet metal installation and water tight envelope of the building, whether specifically indicated or not, shall be provided.
- G. Flashing: Joints at 10-foot maximum spacing and at 2-1/2-feet from corners. Butt joints with 3/16-inch space centered over matching 8-inch long backing plate with sealer tape in laps.
- H. Flanged flashings and roof accessories: Set on continuous sealer tape. Nail flanges through sealer tape and at 3-inch maximum spacing.
- I. Isolate metal from dissimilar metal with 2 coats of specified asphaltic paint, sealer tape or other approved coating, specifically made to stop electrolytic action. Use only stainless steel fasteners to connect isolated dissimilar metals.
- J. Joints, fastenings, reinforcements and supports: Sized and located as required to preclude distortion or displacement due to thermal expansion and contraction. Conceal fastenings wherever possible.
- K. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- L. Flexible Flashing Installation: Install at closure flanges, under metal copings, caps and platforms; fully adhered, free of voids, blisters and buckling.
 - 1. Prime substrates as recommended by flexible flashing manufacturer, allow to dry.
 - 2. Install flexible flashings in maximum feasible lengths to minimize lap joints.

3. Peel release paper from roll to expose rubberized asphalt and position flashing to center over joint location before applying. Move along opening or joint, being careful to put flashing as evenly as possible over the opening. Avoid fishmouths.
 4. Press flashing firmly into place and roll using resilient roller with heavy hand pressure. Ensure continuous and intimate contact with substrate.
 5. If wrinkles develop, carefully cut out affected area and replace as outlined above.
 6. Minimize exposure time to that period recommended by the manufacturer.
- M. Apply plastic cement compound between metal flashings and felt flashings.
- N. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- O. Seal prefinished metal joints watertight.
- P. Solder other metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4500 - Quality Control, for inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.
- C. Tolerances
1. Exposed surfaces: Free of dents, scratches, abrasions, or other visible defects; clean, ready for painting.
 2. Set flashings and sheet metal to straight, true lines with exposed faces aligned in plane as indicated.

3.05 SHOP FABRICATED SHEET METAL

- A. Installer shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.
1. Hem exposed edges.
 2. Angle bottom edges of exposed vertical surfaces to form drip.
 3. Lap all corners with adjoining pieces, fasten and set in sealant.
- D. Form Joints for continuous strip flashings with a 1/4 inch opening between sections. Cover opening with a cover plate or back with an internal drainage plate formed to the profile of flashing piece. Embed cover plate in mastic, fastened through the opening between the sections and loose locked to the drip edges.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry
- B. Section 07 6200 - Sheet Metal Flashing and Trim.
- C. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.

1.04 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of experience.

1.06 WARRANTY

- A. See Section 01 7700 - Contract Closeout and Final Cleaning, for warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Sika Corporation: www.usa-sika.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between different exposed materials.
 - 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between different exposed materials.
 - b. Other joints indicated below.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

2.04 NONSAG JOINT SEALANTS

- A. Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: Match adjacent finished surfaces.
 - 3. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 758 Silicone Weather Barrier Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - c. Sika Corporation; Sikasil GP: www.usa-sika.com/#sle.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Install bond breaker backing tape where backer rod cannot be used.
- C. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

- D. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- E. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 09 2116
GYP SUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Gypsum wallboard.
- B. Joint treatment and accessories.
- C. Trim and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06 1000 - Rough Carpentry: Building framing.
- C. Division 09: Pertinent sections specifying finishes installed over gypsum board substrates.
- D. Divisions 22 and 23: Pertinent sections specifying building utility systems penetrating gypsum board.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2009).
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- F. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- G. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- I. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 1995a.
- J. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), International Building Code.
- K. California Code of Regulations, Title 24, Part 11, California Green Building Standards Code, "CAL-Green".
- L. Division of the State Architect (DSA) Interpretation of Regulations: IR 25-3, Drywall Ceiling Suspension Conventional Construction One-Layer.
- M. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association; 2007

- N. GA-216 - Application and Finishing of Gypsum Board; 2013.
- O. California Building Code, Title 24, Part 2, California Building Code, Chapter 8.

1.04 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Provide complete submittals at the same time as submittals for work in related sections to permit review of complete and integrated systems and assemblies.
- C. Product Data: For each type of product indicated, demonstrate compliance with specified attributes.
- D. Product Data: Provide data on gypsum board.
- E. CAL-GREEN Submittals: Product Data – VOC Limits: For adhesives sealants, fillers, primers and coatings, documentation including printed statement of VOC contents, comply with limits specified in related section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum five years of experience.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. VOC Limits for adhesives, sealants, fillers, primers and coatings . Comply with limits specified in related section.

2.02 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 2. National Gypsum Company: www.nationalgypsum.com.
 - 3. PABCO Gypsum: www.pabco gypsum.com.
 - 4. USG Corporation: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Glass mat faced gypsum panels as defined in ASTM C1658/C1658M, suitable for paint finish, of the same core type and thickness may be substituted for paper-faced board.
 - 3. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 - 4. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
 - 5. Mold Resistant Paper Faced Products:
 - a. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard.
 - b. National Gypsum Company; Gold Bond XP Gypsum Board.
 - c. Substitutions: See Section 01 6000 - Product Requirements.

2.04 Gypsum Wallboard ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: _____ inch.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
 - 1. Products:
 - a. Franklin International, Inc; Titebond GREENchoice Professional Acoustical Smoke and Sound Sealant: www.titebond.com/#sle.
 - b. Liquid Nails, a brand of PPG Architectural Coatings; AS-825 Acoustical Sound Sealant: www.liquidnails.com/#sle.
 - c. Specified Technologies Inc; Smoke N Sound Acoustical Sealant: www.stifirestop.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated. Mechanically fastened.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
- D. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
 - 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) CertainTeed Corporation; No-Coat Drywall Corner: www.certainteed.com/#sle.
 - 2) ClarkDietrich; Strait-Flex Big-Stick: www.clarkdietrich.com/#sle.
 - 3) Phillips Manufacturing Co; Everlast Corner Bead: www.phillipsmfg.com/#sle.
 - 4) Substitutions: See Section 01 6000 - Product Requirements.
- E. Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions. Water resistant where used with water resistant backer board.
 - 1. Tape: 2 inch wide, creased paper tape for joints and corners, USG "Perf-A-Tape", or equal.
 - 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
- F. Finishing Compound: Surface coat and primer, takes the place of skim coating.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- H. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion resistant.
- I. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- J. Adhesives
 - 1. Modified contact adhesive: As recommended by the gypsum board manufacturer and having a placement time before setting of at least 15 minutes.
 - 2. Joint compound adhesive: As recommended by the gypsum board manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.
- B. Verify that framed substrates demonstrate flatness characteristics such that work of this section will meet specified tolerances.

3.02 INSTALLATION - GENERAL

- A. Install materials in accordance with gypsum board application and finishing standards referenced.
 - 1. Single layer application: Screw attachment.
 - 2. Float interior angles, except where required to conform to fire or acoustical separation requirements.
 - 3. Do not install scored, scratched, broken, damp, or otherwise damaged boards.
 - 4. Smooth cut edges and ends to obtain neat fitting joints.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Installation on Wood Framing: For non-rated assemblies, install as follows:
 - 1. Single-Layer Applications: Screw attachment.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C 840, and required by Section 09 9000 Painting and Coating, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board, Tack Board, or Cementitious Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Materials for backpriming woodwork.
- D. Scope: Finish new interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. Manufacturer's recommendations and specifications, including installation instructions.

1.03 SUBMITTALS

- A. See Section 01 3300 - Submittals, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. Manufacturer's installation instructions.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
 - 3. Allow 15 days for approval process, after receipt of complete samples by Architect.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum ten (10) years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five (5) years experience and approved by manufacturer.

1.05 FIELD CONDITIONS

- A. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Kelly-Moore: www.kellymoore.com.

- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 3300 - Submittals.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 - 4. In utility areas, finish equipment, piping, conduit, and exposed duct work in colors according to the color coding scheme indicated.

2.03 PAINT SYSTEMS - INTERIOR - WOOD

- A. Wood, Opaque, Latex, Low-VOC 3 Coat: Cedar, redwood, architectural glue-laminated beams, typical interior wood trim with opaque finish. Provide number of coats necessary for stain resistance and uniform color.
 - 1. One coat of latex primer sealer.
 - 2. Two coats of latex enamel; . Sheen selected by Architect.
 - 3. Kelly-Moore Products:
 - a. KM 973 Acryplex Low VOC Interior Enamel Undercoat.
 - b. KM 1050 Series Premium Professional Low VOC Interior Acrylic Latex.

2.04 PAINT SYSTEMS - INTERIOR - GYPSUM AND PLASTER

- A. Gypsum Board/Plaster, Acrylic, Low-VOC, 3 Coat:
 - 1. One coat of low odor/low-VOC vinyl acrylic primer sealer: pigmented.
 - 2. Two coats of low odor / low-VOC acrylic, sheen as selected by Architect.
 - 3. Note: Surfaces that prepared to a Level 5 Finish, using the Level 5 Primer/Prep Coat as specified in Section 09 2116 "Gypsum Board Assemblies", may omit primer coat specified above when topcoat manufacturer confirms in writing that this primer is compatible with the finish coats as specified.
 - 4. If any of the products below are discontinued, submit alternate products approved by the Manufacturer in writing.
 - 5. Kelly Moore Products:

- a. KM 971 Acry-Plex Low VOC Interior PVA Primer/Sealer.
- b. KM 1010 Premium Professional Interior 100% Acrylic Enamel Series.

2.05 PRIMERS

- A. Primers: As required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 1. If products specified are discontinued, submit alternate product approved by specified Manufacturer in writing.

2.06 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Sanding materials: 120-180 grit, for architectural woodwork, finish carpentry, wood doors, or other surfaces requiring touch-up.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

3.02 PROTECTION OF ADJACENT WORK

- A. Protect surrounding elements from damage from painting procedures. Provide temporary facilities and barricades required. Additional requirements specified in Division 01.

3.03 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.04 PREPARATION - EXISTING SURFACES

- A. General: As specified above and as follows below.
- B. Remove or repair existing coatings that exhibit surface defects. Feather-edge patches to make finished edges inconspicuous.
- C. Existing Gypsum Board Surfaces to be Painted: Remove dirt, loose texturing, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium

phosphate; rinse well and allow to dry. Surfaces to be clean, dry, free of dirt, dust, grease, oil, mildew, efflorescence and other contaminants affecting paint adhesion or performance. Completely remove all loose, peeling or checked paints by sanding, scraping or other methods. Fill all holes and defects with suitable patching or spackling material compatible with the substrate material, allow to completely dry and sand to approximate existing adjacent textures. Spot prime patched areas.

3.05 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.07 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

3.08 SCHEDULE - SURFACES TO BE FINISHED

- A. General: Paint the surfaces described below under Schedule - Paint Systems. All surfaces exposed to interior atmosphere, or visible to the eye, unless specifically excluded by the Article titled "Do Not Paint or Finish the Following Items". If a coating system is not specified for a particular surface or substrate, provide a three-coat finish system recommended by the paint or coating manufacturer for that surface or substrate. Include all preparation necessary as appropriate for a similar substrate listed in the Article titled "PREPARATION", or preparation for that substrate as recommended by the paint or coating manufacturer.
- B. Mechanical and Electrical: Use paint systems defined for the materials to be finished.
 - 1. Paint all conduit, boxes, hangers, brackets, collars and supports, mechanical equipment, electrical equipment, and exposed ducts occurring in finished areas to match background surfaces, unless otherwise indicated.
 - 2. Paint shop-primed items occurring in finished areas.
 - 3. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - 4. Paint dampers exposed behind louvers, grilles, to match face panels.

3.09 SCHEDULE - PAINT SYSTEMS

- A. Gypsum Board: Finish all surfaces exposed to view..
 - 1. Interior Ceilings: Flat sheen.
 - 2. Interior Walls: Semi-gloss Sheen at Toilet Rooms, Custodians, and Storage Rooms.
 - 3. Interior Walls: Eggshell at Classrooms, Corridors, Administrative Offices and Work Rooms.

- B. Wood: Finish all surfaces exposed to view.
 - 1. Interior Opaque Finish:
 - a. Doors, Trim and frames: Semi-gloss sheen.

3.10 SCHEDULE - COLORS

- A. Interiors, allow individual schedule for each Building:
 - 1. Paint access doors and panels same as walls and wainscots.
 - 2. Wood Trim; as selected, allow for deep tones.
 - 3. Mechanical or other equipment exposed to view; as selected or match wall/wainscot as directed.

END OF SECTION

SECTION 23 0000

HEATING, VENTILATING, AIR CONDITIONING

PART 1 GENERAL

1.01 SUMMARY

- A. The requirements of Section 23 0500 - General Mechanical apply to all work herein.
- B. Section includes furnishing and installation of complete "Heating, Ventilating, Air Conditioning" systems, including but not necessarily limited to the following:
 - 1. Variable capacity VRV heat recovery air conditioning system
 - 2. Split system heat pump units
 - 3. Dedicated outdoor air system
 - 4. Registers, grilles, and diffusers
 - 5. Thermal and sound insulation for all piping and ductwork supplied under this Section
 - 6. Refrigerant piping and appurtenances
 - 7. Condensate drainage piping
 - 8. Ductwork, inclusive of all air turns, dampers, grilles, diffusers, fire dampers, sound traps, supports, bracing and fresh air/combustion air ducts
 - 9. Flashings, curbs and caps in connection with all equipment, piping and ductwork supplied under this Section
 - 10. Temperature control wiring and control devices
 - 11. Start up, adjusting, and balancing.
- C. Related Sections
 - 1. Division 07 Section for sheet metal flashing and trim
 - 2. Division 09 Section for finish painting
 - 3. Section 23 0500 - General Mechanical
 - 4. Section 23 0593 - Testing, Adjusting and Balancing for HVAC
 - 5. Section 23 0923 - Controls for HVAC
 - 6. Division 26 Section for basic electrical requirements
- D. The Contractor shall furnish all materials and labor under the scope of the Contract, unless otherwise noted. Anything accepted as standard trade practice reasonably incidental to the completion of the system shall be furnished without additional cost to the Owner. The Contractor shall understand that the work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and the Contractor shall be held to provide all labor and material necessary for the entire completion of the work.
- E. Comply with applicable requirements in ASHRAE 62.1 and ASHRAE 90.1

1.02 SUBMITTALS

- A. All submittals shall be in accordance with the requirements of Division 01 Sections and the following.
- B. Product Data
 - 1. For each type of product indicated, include manufacturer's specifications, data sheets, and certified drawings on major equipment. Include physical and performance data such as weights, sizes, capacities, required clearances, performance curves, acoustical characteristics, finishes, color selection, and accessories.
 - 2. Include certified drawings on major equipment.

- C. Coordinated Layout / Shop Drawings
 1. Prepare complete consolidated and coordinated layout drawings for all new systems, and for existing systems that are in the same areas. Shop drawings shall be prepared using AutoCAD 2012 or newer and shall be drawn at a minimum $\frac{1}{4}'' = 1' - 0''$ scale.
 2. All drawings shall be fully coordinated with HVAC, Plumbing, Fire Protection, Electrical, Structural, and Architectural work. Drawings shall be coordinated and dimensioned indicating equipment, pipe, duct, fire protection, and electrical in relation to architectural and structural features. Indicate exact locations of valves, piping specialties, access doors, etc.
 3. Clearly identify and dimension the proposed locations of the principal items of equipment and adequate clearance for all equipment, piping, pumps, valves and other items. Provide detailed layout of all piping systems showing the proposed routes.
 4. Show the access means for all items requiring access for operations and maintenance.
 5. Submit shop drawings to Architect for approval, prior to fabrication or installation of any work. Do not install equipment or piping until drawings have been approved. Any work installed without prior shop drawing approval shall be removed at the Contractor's expense.
 6. Use of contract documents for shop drawings is not acceptable.
- D. Shop-wiring diagrams of temperature controls and air conditioning unit controls.
- E. Equipment manufacturer shall design, construct, and certify that his equipment satisfies the special minimum seismic resistance requirements for this project and shall submit calculations or test results supporting his certification.
- F. Field quality-control test reports.
- G. Operation and maintenance data
 1. Contractor shall provide all operating and maintenance instructions provided by the manufacturer, describing proper operation and maintenance of any equipment and devices installed. Operating and maintenance instructions shall cover maintenance, adjustment, and operation of each piece of apparatus.
 2. Contractor shall also provide a parts list of all equipment and component parts for all equipment under this Section. The equipment list shall include manufacturer's name, model number, and local representative, service facilities and normal channel of supply for each item.
 3. Data shall include a table of contents identifying items therein, and index tabs for each system. Neatly obscure or cross out inapplicable data from manufacturer's literature. Include the following:
 - a. Manufacturer's brochures, ratings, certified shop drawings, lubrication charts and data, and parts list with part numbers. Mark each sheet with equipment identification number and actual installed condition or system and location of installation. Specifically identify which options are provided.
 - b. Description of start-up and operating procedures for each system, including controls diagrams and description of operating sequences.
 - c. Recommend preventative maintenance schedule and procedures.
 4. Submit data to the Architect for approval. Final acceptance of the work will not be made until a satisfactory submission of this material is received and approved by the Architect.
- H. As-built Drawings
 1. Complete and detailed shop drawings shall be maintained throughout the coordination and construction phase, indicating all equipment and trades' work clearly. All equipment including piping, etc. shall clearly identify both top and bottom elevations as well as distances from equipment to established building lines. Coordinate with other trades and

field conditions and show dimensions and details including building construction and access for servicing. All changes in the work shall be recorded on this set on a daily basis. In addition to changes made during course of work, show the following:

- a. Exact location, type and function of concealed valves and controllers.
 - b. Exact size, elevations and location of underground and under floor piping.
2. Submit to Architect for approval.

I. Warranty

1. Equipment warranties shall be provided for all equipment, with all necessary information filled in, except purchase date, in favor of the Owner.

J. Refer to mechanical equipment specified herein for additional requirements

1.03 DEMONSTRATION & TRAINING

A. The Owner's authorized representative shall be instructed in the operation and servicing of all heating, ventilating, and air conditioning systems, subsystems and equipment.

1. Provide a minimum of 4 hours of instruction time. All instruction shall be provided at no cost to the Owner.

PART 2 PRODUCTS

2.01 REFRIGERANT PIPING AND APPURTENANCES

- A. Refrigerant piping shall be Type "ACR" ASTM B 280, drawn temper, seamless copper tube.
- B. Pipe fittings and unions shall be wrought-copper with brazed joints. ASME B16.22. Mechanical joints on refrigerant piping are prohibited. All refrigerant piping joints shall be brazed. Lead-free silver solder, minimum 15% silver content. Harris "Stay Silv 15" or equal.
- C. Flexible connectors shall be bronze, double braided, with inlet and outlet connections as required. Metraflex BBS series or equal.
- D. Sight glasses shall be color change moisture indication type, replaceable element, filter screen and pad, sweat solder ends; Sporlan "See-All", Henry, or equal.
- E. Charging and purge valves shall be forged brass, diaphragm packless, globe type, angle or straight through, one end solder, one end flare; Henry 623 and 643 series, Sporlan, or equal.
- F. Solenoid valves shall be of forged brass, extended solder end connections, molded coil; Sporlan "E" series or equal. ARI 760 & UL 429
- G. Filter driers shall be replaceable media, angle type; Henry "Dri-Cor" or equal; ARI 730.
- H. Electronic thermostatic expansion valves shall have stainless steel body and connections, ceramic slide and port, linear flow capacity, continuous modulation, and direct coupling of motor and valve; Emerson "EX" series or equal.
- I. Pipe hangers: All refrigerant piping shall be supported 8' on center. Hangers and supports shall be as specified in Section 23 0500 - General Mechanical".
- J. Split system fan-coil units and heat pump units shall have brazed sweat-fitting connections on the refrigerant piping between the units with a flexible piping section at the outdoor unit.

2.02 CONDENSATE DRAINAGE PIPING

- A. Condensate drainage piping shall be Anvil, Mueller, Watts, or approved equal.
 1. 1 ¼ inch and larger shall be type DWV seamless copper tube, ASTM B 306.
 2. 1 inch and smaller shall be type M, drawn temper, seamless copper tube, ASTM B 88.

- B. Drainage fittings shall be ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings. 1 ¼ inches & smaller, standard pressure fittings.
- C. Solder shall be ASTM B 32, lead free with ASTM B 813, water-flushable flux.
- D. Acidic condensate drainage pipe shall be Schedule 40 CPVC & fittings.

2.03 VALVES

- A. General Requirements:
 - 1. All valves, except pressure reducing and control valves, shall be the same size as the pipe to which they are installed.
 - 2. All valves of a particular type and size range shall be the product of one manufacturer.
 - 3. Valve body materials shall be compatible with piping system materials.
 - 4. Provide a union immediately downstream from each valve, unless the valve is flanged.
 - 5. All valves shall be installed with the stem 45 degrees above horizontal, if possible. In no case shall the stem be installed below horizontal.
 - 6. Where insulation is indicated, install extended stem valves arranged in proper manner to receive insulation.
- B. Ball Valves (solder): Nibco T-685-80, Watts B-6080, or KITZ 58; two-piece, full port, lever handle, 600 psi CWP.

2.04 UNIONS

- A. Steel Pipe: malleable iron, 150 lb., ground joint, Anvil figure 463, Kuhns, or equal.
- B. Copper Pipe: soldered joint, Nibco series 633 or 733, Mueller, or equal.
- C. Dielectric: Epco, Watts, Wilkins, or equal.

2.05 REGISTERS, GRILLES AND DIFFUSERS

- A. Air terminals shall be Titus, Price, or approved equal, as scheduled on the Drawings.
- B. All terminals shall be steel and shall be factory painted. The finish shall be #26 white unless otherwise noted. The finish shall be an anodic acrylic paint, baked at 315°F for 30 minutes. The pencil hardness must be HB to H. The paint must pass a 100-hour ASTM B117 Corrosive Environments Salt Spray Test without creepage, blistering or deterioration of film. The paint must pass a 250-hour ASTM D870 Water Immersion Test. The paint must also pass the ASTM D2794 Reverse Impact Cracking Test with a 50-inch pound force applied.
- C. The manufacturer shall provide published performance data for the diffusers and grilles. The diffuser shall be tested in accordance with ANSI/ASHRAE Standard 70-1991.
- D. Air terminals for installation in gypsum board shall have a 1" border for surface mounting. All air terminals for installation in lay-in ceilings shall have a lay-in frame to match the specified grid system.
 - 1. Ceiling Diffusers - high capacity (CD-1)
 - a. Ceiling diffusers shall be Titus model TDC (steel), fixed, horizontal discharge pattern. A square or rectangular inlet shall be an integral part of the frame assembly and a transition piece shall be available to facilitate attachment of round duct. An inner core assembly consisting of fixed deflection louvers shall be available in one-, two-, three- or four-way horizontal discharge patterns. The inner core assembly must be removable in the field without tools for easy installation, cleaning or damper adjustment.
 - b. Throw reducing vanes (TRV) shall be provided to deflect a horizontal discharge airstream from each side of the TDC diffuser into diverging airstreams.

2. Wall Return Grilles (WR)
 - a. Steel return grilles shall be Titus model 350ZRL (3/4" blade spacing). The fixed deflection blades shall be parallel to the long dimension of the grille. Construction shall be of steel with a 1¼-inch wide border on all sides. Screw holes shall be countersunk. Corners shall be welded with full penetration resistance welds.
 - b. Deflection blades shall be contoured to a specifically designed and tested cross-section to meet published test performance data. Blades shall be firmly held in place by mullions from behind the grille and fixed to the grille by welding in place. Blade deflection angle shall be 0°.
3. Wall Supply Grilles
 - a. Aluminum supply grilles shall be Titus model 300FS (double deflection). The deflection blades shall be parallel to the short dimension of the grille or register. Construction shall be of aluminum with a 1¼-inch wide border on all sides. Sizes 24 x 24 inches and below shall have roll-formed borders with a minimum thickness of 0.032 inch. Larger sizes shall be constructed using continuous aluminum extrusions with a nominal thickness of 0.040 through 0.050 inch and shall be interlocked at the four corners and mechanically staked to form a rigid frame. Screw holes shall be countersunk.
 - b. Deflection blades shall be contoured to a specifically designed and tested cross-section to meet published test performance data. Blades shall be spaced on ¾-inch centers. Blades shall have friction pivots on both sides to allow individual blade adjustment without loosening or rattling or be inserted through the frame and held tight with steel friction wire interlocked to the frame on both ends of each side. Plastic blade pivots are not acceptable.
4. Ceiling Return Grilles, Exhaust Grilles (CR) (EG)
 - a. Return/exhaust grilles shall be Titus 50F with aluminum grid and aluminum border. Grilles must provide a free area of at least 90%. Outer borders shall be constructed of heavy extruded aluminum with a thickness of 0.040-0.050 inch and shall have countersunk screw holes. Border width shall be 1¼" on all sides and shall be interlocked at the four corners and mechanically staked to form a rigid frame.
 - b. Aluminum grid size: ½ x ½ x ½ inch

2.06 ACCESS PANELS

- A. Where construction is not inherently accessible, provide adequately sized and conveniently located access doors in ceilings, walls, and furring for access to controls and for servicing valves, equipment, etc.
- B. Access doors shall be flush, prime coated steel except for tiled surfaces, screwdriver operated cam locks, except for fire-rated, which shall be as indicated below. Minimum size shall be 12" x 12". Provide larger sizes where required.
 1. Fire Rated walls and ceilings: Milcor style UFR, Karp style KRP, or approved equal, U.L. Class B, 1½ hour rated, 20-gauge steel door; 16-gauge steel frame; insulated, self-closing, continuous piano hinge; keyed paddle latch, interior latch release.
 2. Drywall ceilings or walls: Milcor style DW, Karp style KDW or approved equal, drywall bead; 16-gauge steel frame & door or 16-gauge steel frame & 14-gauge steel door; concealed spring hinge
 3. Masonry walls: Milcor style M, Karp style DSC-214M, or approved equal, 16-gauge steel frame & door or 16-gauge steel frame & 14-gauge steel door; spring loaded hinge
 4. Tiled walls and ceilings: Milcor style MS, Karp style DSC-214M(S), or approved equal, 16-gauge stainless steel frame & door or 16-gauge stainless steel frame & 14-gauge stainless steel door; satin finish; spring loaded hinge
 5. Plastered walls and ceilings: Milcor style K, Karp style DSC-214PL, or approved equal, 16-

gauge steel frame; 14-gauge steel door; casing bead; concealed spring hinge or continuous piano hinge

- C. Doors shall be delivered to the General Contractor for installation.

2.07 AIR PURIFICATION SYSTEM

- A. Furnish and install Global Plasma Solutions, or equal, needlepoint bi-polar ionization system, model GPS-FC24-AC for units up to 2,400 cfm or 6 tons and model GPS-FC48-AC for units up to 4,800 cfm or 12 tons. Standard features include universal voltage input, in-line On/Off switch, programmable auto-cleaning cycle, operation status LED, integral Building Automation System alarm contacts, magnets for easy installation and replaceable carbon fiber brush emitters.

2.08 VARIABLE REFRIGERANT VOLUME HVAC SYSTEM - OUTDOOR UNIT

- A. Daikin model REYQ_XAYD as scheduled on the Drawings or approved equal. The system shall consist of multiple evaporators, branch selector boxes, REFNET™ joints and headers, a three-pipe refrigeration distribution system using PID control and Daikin VRV condenser unit.
- B. The condenser shall be a direct expansion (DX), air-cooled heat recovery, multi-zone air-conditioning system with variable speed inverter driven compressors using R-410A refrigerant.
- C. The condensing unit may connect an indoor evaporator nominal capacity up to 200% of the condensing unit nominal capacity. All zones are each capable of operating separately with individual temperature control.
- D. A dedicated hot gas pipe shall be required to ensure optimum heating operation performance.
- E. The outdoor units shall be able to connect to the indoor unit models FXMQ and FXTQ. The indoor units shall be connected to the condensing unit utilizing Daikin’s REFNET™ specified piping joints and headers to ensure correct refrigerant flow and balancing. T style joints are not acceptable for a variable refrigerant system
- F. Operation of the system shall permit either individual cooling or heating of each indoor unit simultaneously or all of the indoor units associated with each branch of the cool/heat selector box (BSF_Q54T). Each indoor unit or group of indoor units shall be able to provide set temperature independently via an Intelligent Manager or a BMS interface.
- G. Wiring:
 - 1. The control voltage between the indoor and condensing unit shall be 16VDC non-shielded, stranded 2 conductor cable.
 - 2. The control wiring shall be a two-wire multiplex transmission system, making it possible to connect multiple indoor units to one condensing unit with one 2-cable wire, thus simplifying the wiring installation.
 - 3. The control wiring maximum lengths shall be as shown below:

	CONDENSER TO INDOOR UNIT	CONDENSER TO CENTRAL CONTROLLER	INDOOR UNIT TO REMOTE CONTROL
CONTROL WIRING LENGTH	6,560ft (2,000m)	3,280ft (1,000m)	1640 ft. (500m)
WIRE TYPE	16/18 AWG, 2 wire, non-polarity, non-shielded, stranded		

- H. Refrigerant Piping
 - 1. The system shall be capable of refrigerant piping up to 540ft actual or 623ft equivalent from the condensing unit to the furthest indoor unit, a total combined liquid line length of 3,280ft

of piping between the condensing and indoor units with 295 feet maximum vertical difference, without any oil traps or additional components.

2. REFNET™ piping joints and headers shall be used to ensure proper refrigerant balance and flow for optimum system capacity and performance.
 - a. T style joints shall not be acceptable as this will negatively impact proper refrigerant balance and flow for optimum system capacity and performance.

I. General:

1. The condensing unit shall be factory assembled in the USA and pre-wired with all necessary electronic and refrigerant controls.
2. The refrigeration circuit of the condensing unit shall consist of Daikin inverter scroll compressors, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports, liquid receiver and suction accumulator.
3. High/Low pressure gas line, liquid and suction lines must be individually insulated between the condensing and indoor units.
4. The condensing unit can be wired and piped with access from the left, right, rear or bottom.
5. The connection ratio of indoor units to condensing unit shall be permitted up to 200% of nominal capacity.
6. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for reprogramming.
7. The condensing unit shall be modular in design and should allow for side-by-side installation.
8. The following safety devices shall be included on the condensing unit; high pressure sensor and switch, low pressure sensor, control circuit fuses, crankcase heaters, fusible plug, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
9. To ensure the liquid refrigerant does not flash when supplying to the various indoor units, the circuit shall be provided with a sub-cooling feature.
10. Oil recovery cycle shall be automatic occurring 2 hours after start of operation and then every 8 hours of operation. Each system shall maintain continuous heating during oil return operation.
11. The multiple condenser VRV systems shall continue to provide heat to the indoor units in heating operation while in the defrost mode.

J. Unit Cabinet:

1. The condensing unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed galvanized steel panels coated with a baked enamel finish.

K. Fan:

1. The condensing unit shall consist of one or more propeller type, direct-drive 600W fan motors that have multiple speed operation via a DC (digitally commutating) inverter.
2. The condensing unit fan motor shall have multiple speed operation of the DC (digitally commutating) inverter type, and be of high external static pressure and shall be factory set as standard at 0.12 in. WG. A field setting switch to a maximum 0.32 in. WG pressure is available to accommodate field applied duct for indoor mounting of condensing units.
3. The fan motor shall have inherent protection and permanently lubricated bearings and be mounted.
4. The fan motor shall be provided with a fan guard to prevent contact with moving parts.

L. Sound:

1. Nominal sound pressure levels shall be as shown below.

MODEL NUMBER	SOUND PRESSURE LEVEL dB(A)
REYQ192XAYD*	64
REYQ336XAYD*	68

2. Night setback control of the fan motor for low noise operation by way of automatically limiting the maximum speed shall be a standard feature. Operation sound level shall be selectable from 3 steps.

OPERATION SOUND dB(A)	NIGHT MODE SOUND PRESSURE LEVEL dB(A) APPROX.
Level 1	55
Level 2	50
Level 3	45

M. Condenser Coil:

1. The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
2. The heat exchanger coil shall be of a waffle louver fin and rifled bore tube design to ensure high efficiency performance.
3. The heat exchanger on the condensing units shall be manufactured from Hi-X seamless copper tube with N-shape internal grooves mechanically bonded on to aluminum fins to an e-Pass Design.
4. The fins shall be coated with an anti-corrosion hydrophilic blue coating as standard from factory with a salt spray test rating of 1000hr per ASTM B117 test standards.
5. The outdoor coil shall have three-circuit heat exchanger design eliminating the need for a drain pan heater. The lower part of the coil shall be used for inverter cooling and be on or off during operation enhancing the defrost operation.
6. The condensing unit shall be factory equipped with condenser coil guards on all sides.

N. Compressor:

1. The Daikin inverter Flash Vapor injection scroll compressors shall be variable speed (PVM inverter) controlled which is capable of changing the speed to follow the variations in total cooling and heating load as determined by the suction gas pressure as measured in the condensing unit.
 - a. In addition, samplings of evaporator and condenser temperatures shall be made so that the high/low pressures detected are read every 20 seconds and calculated. With each reading, the compressor capacity (INV frequency) shall be controlled to eliminate deviation from target value.
2. The inverter driven compressors in the condensing unit shall be of highly efficient reluctance DC (digitally commutating), hermetically sealed scroll "K-type".
3. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type.
 - a. At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
4. The compressor's motor shall have a cooling system using discharge gas, to avoid sudden changes in temperature resulting in significant stresses on winding and bearings.
5. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
6. Oil separators shall be standard with the equipment together with an intelligent oil management system.
7. The compressor shall be mounted on vibration dampening rubber grommets to minimize

- the transmission of vibration, eliminating the standard need for external spring isolation.
- 8. In the event of compressor failure, the remaining compressors, if applicable, shall continue to operate and provide heating or cooling as required at a proportionally reduced capacity. The microprocessor and associated controls shall be manually activated to specifically address this condition for single module and manifold systems.
- 9. In the case of multiple condenser modules, combined operation hours of the compressors shall be balanced by means of the Duty Cycling Function, ensuring sequential starting of each module at each start/stop cycle, completion of oil return, completion of defrost or every 8 hours. When connected to a central control system sequential start is activated for all system on each DIII network.

O. VRV Accessories

- 1. BHFP26P100U heat recovery/dual module connection piping kit

2.09 BRANCH SELECTOR BOXES

- A. Daikin models BS_Q54TVJ, multi-port "T-series" branch selector boxes as scheduled on the Drawings or approved equal. These selector boxes shall be factory assembled, wired, piped, and run tested at the factory. The boxes shall be designed specifically for use with VRV heat recovery system components and must be mounted indoors. The boxes shall provide individual control and changeover for multiple groups of indoor units. When simultaneously heating and cooling, the units in heating mode shall energize their subcooling electronic expansion valve.

B. Unit Cabinet:

- 1. These units shall have a galvanized steel plate casing.
- 2. Each cabinet shall house 3 electronic expansion valves for refrigerant control per branch.
- 3. The cabinet shall contain one subcooling heat exchanger per branch.
- 4. The unit shall have sound absorption thermal insulation material made of flame and heat resistant foamed polyethylene.
- 5. Nominal sound pressure levels must be measured and published on the submittals by the manufacturer. These sound levels must not exceed

Model Number	Sound Level dB(A)	Sound Level dB(A)
	Operating	Max
BS10Q54TVJ	40	48

- C. Each BS10Q54TVJ shall be no larger than 11-3/4" x 32-5/16" x 18-15/16".

D. Refrigerant Valves:

- 1. The units shall be furnished with 3 electronic expansion valves per branch to control the direction of refrigerant flow. The use of solenoid valves for changeover and pressure equalization shall not be acceptable due to refrigerant noise.
- 2. The refrigerant connections must be of the braze type.
- 3. In multi-port units, each port shall have its own electronic expansion valves. If common expansion/solenoid valves are used, redundancy must be provided.
- 4. Each circuit shall have at least one 54,000 Btu/h indoor unit or smaller for the branch selector box.
- 5. Multiple indoor units may be connected to a branch selector box with the use of a REFNET™ joint provided they are within the capacity range of the branch selector.

E. Condensate Removal:

- 1. The unit shall be hermetically sealed to prevent condensation build up inside the unit, and not require use of a secondary condensate collection pan

F. Electrical:

1. The unit shall be capable of operation within the limits of 187 volts to 255 volts.
2. The minimum circuit amps (MCA) shall be 0.1 and the maximum overcurrent protection amps (MOP) shall be 15.
3. The control voltage between the indoor and condensing unit shall be 16VDC non-shielded 2 conductor cable.

2.10 SPLIT SYSTEM INDOOR UNIT - (CONCEALED CEILING DUCTED UNITS)

- A. Daikin indoor unit FXMQ__PBVJU as scheduled on the Drawings or approved equal.
- B. The indoor unit shall be a built-in ceiling concealed fan coil unit, operable with refrigerant R-410A, equipped with an electronic expansion valve, direct-drive DC (ECM) type fan with auto CFM adjustment at commissioning, for installation into the ceiling cavity. It is constructed of a galvanized steel casing. The units shall be connected to outdoor unit model REYQ heat recovery model. It shall be a horizontal discharge air with horizontal return air configuration. The units shall have a low height cabinet for shallow ceiling pockets. Computerized PID control shall be used to control superheat. Included as standard equipment, is a condensate drain pan and drain pump kit that pumps to 18-3/8" from the drain pipe opening. The indoor units sound pressure shall range from 29 dB(A) to 43 dB(A) at low speed measured 5 feet below the ducted unit.
1. The Daikin indoor unit FXMQ_PB shall be completely factory assembled and tested. Included in the unit are factory wiring, piping, electronic proportional expansion valve, control circuit board, fan motor thermal protector, flare connections, condensate drain pan, condensate drain pump, condensate safety shutoff and alarm, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch. The unit shall be equipped with automatically adjusting external static pressure logic that is selectable during commissioning.
 2. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
 3. Both refrigerant lines shall be insulated from the outdoor unit.
 4. The indoor units shall be equipped with a condensate pan and condensate pump. The condensate pump shall provide up to 18-3/8" of lift from the center of the drain outlet and shall have a built-in safety shutoff and alarm.
 5. The indoor units shall be equipped with a return air thermistor.
 6. The indoor units will be separately powered with 208~230V/1-phase/60Hz.
 7. The voltage range will be 253 volts maximum and 187 volts minimum.
- C. Unit Cabinet:
1. The cabinet shall be located into the ceiling and ducted to the supply and return openings.
 2. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.
- D. Fan:
1. The fan shall be direct-drive DC (ECM) type fan, statically and dynamically balanced impeller with three fan speeds available.
 2. The unit shall be equipment with automatically adjusting external static pressure logic selectable during commissioning.
 3. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz with a motor output range of 0.12 to 0.47 HP respectively.
 4. The airflow rate shall be available in three settings.
 5. The fan motor shall be thermally protected.
 6. The fan motor shall be equipped as standard with adjustable external static pressure (ESP) settings.

- E. Coil:
 - 1. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
 - 2. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design.
 - 3. The coil shall be a 3-row cross fin copper evaporator coil with 15 fpi design, completely factory tested.
 - 4. The refrigerant connections shall be flare connections and the condensate will be 1-1/4" outside diameter PVC.
 - 5. A condensate pan shall be located under the coil.
 - 6. A condensate pump with an 18-3/8" lift shall be located below the coil in the condensate pan with a built-in safety alarm.
 - 7. A thermistor shall be located on the liquid and gas line.
- F. Electrical:
 - 1. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz. The acceptable voltage range shall be 187 to 253 volts.
 - 2. Transmission (control) wiring between the indoor and outdoor unit shall be a maximum of 3,280 feet (total 6,560 feet).
 - 3. Transmission (control) wiring between the indoor unit and remote controller shall be a maximum distance of 1,640 feet.
- G. Control:
 - 1. The unit shall have controls provided by Daikin to perform input functions necessary to operate the system.
 - 2. The unit shall be compatible with interfacing with a BMS system via optional BACnet gateways.
 - 3. The unit shall be compatible with a Daikin Intelligent Touch Manager advanced multi-zone controller.
- H. Accessories to be provided
 - 1. MERV 13 Filter kit. Can be configured for right or left access. Filters replaceable without tools

2.11 SPLIT SYSTEM INDOOR UNIT (WALL MOUNTED)

- A. Daikin indoor unit FXAQ__PVJU as scheduled on the Drawings or approved equal.
- B. The wall mounted fan coil unit shall be operable with refrigerant R-410A and equipped with an electronic expansion valve for installation onto a wall within a conditioned space. The units shall be compact and have a finished white casing. They shall be connected to outdoor unit model REYQ heat recovery model.
- C. Computerized PID control shall be used to control superheat. A mildew-proof, polystyrene condensate drain pan and resin net mold resistant filter shall be included as standard equipment. The indoor units sound pressure shall range from 31 dB(A) to 41 dB(A) at low speed measured at 3.3 feet below and from the unit.
- D. General
 - 1. The Daikin indoor unit FXAQ shall be completely factory assembled and tested. Included in the unit are factory wiring, piping, electronic proportional expansion valve, control circuit board, fan motor thermal protector, flare connections, condensate drain pan, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch. The unit shall have an auto-swing louver which ensures efficient air distribution, which closes automatically when the unit stops. The remote controller shall be able to set five (5) steps of discharge angle. The front grille shall be easily removed for washing. The

discharge angle shall automatically set at the same angle as the previous operation upon restart. The drain pipe can be fitted to from either left or right sides.

2. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
 3. Both refrigerant lines shall be insulated from the outdoor unit.
 4. Return air shall be through a resin net mold resistant filter.
 5. The indoor units shall be equipped with a condensate pan.
 6. The indoor units shall be equipped with a return air thermistor.
 7. The indoor unit will be separately powered with 208~230V/1-phase/60Hz.
 8. The voltage range will be 253 volts maximum and 187 volts minimum.
- E. Unit Cabinet:
1. The cabinet shall be affixed to a factory supplied wall mounting template and located in the conditioned space.
 2. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.
- F. Fan:
1. The fan shall be a direct-drive cross-flow fan, statically and dynamically balanced impeller with high and low fan speeds available.
 2. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz with a motor output range 0.054 to 0.058 HP.
 3. The airflow rate shall be available in high and low settings.
 4. The fan motor shall be thermally protected.
- G. Coil:
1. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
 2. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design to ensure highly efficient performance.
 3. The coil shall be a 2-row cross fin copper evaporator coil with 14 fpi design completely factory tested.
 4. The refrigerant connections shall be flare connections and the condensate will be 11/16 inch outside diameter PVC.
 5. A thermistor will be located on the liquid and gas line.
 6. A condensate pan shall be located in the unit.
- H. Electrical:
1. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz. The acceptable voltage range shall be 187 to 253 volts.
 2. Transmission (control) wiring between the indoor and outdoor unit shall be a maximum of 3,280 feet (total 6,560 feet).
 3. Transmission (control) wiring between the indoor unit and remote controller shall be a maximum distance of 1,640 feet.
- I. Control:
1. The unit shall have controls provided by Daikin to perform input functions necessary to operate the system.
 2. The unit shall be compatible with interfacing with a BMS system via optional BACnet gateways.
 3. The unit shall be compatible with a Daikin Intelligent Touch Manager advanced multi-zone controller.
- J. Accessories

1. A condensate pump (DACA-CP3-1)

2.12 SPLIT SYSTEM INDOOR UNIT (SLIM DUCT CONCEALED CEILING UNIT)

- A. Daikin model FXDQ indoor unit as scheduled on the Drawings or approved equal.
- B. Daikin indoor unit model FXDQ shall be a slim, built-in ceiling concealed fan coil unit, operable with R-410A refrigerant, equipped with an electronic expansion valve, for installation into the ceiling cavity. The units shall be constructed of a galvanized steel casing. It shall be a horizontal discharge air with horizontal return air or bottom return air configuration. The FXDQ shall have a very low height (7-7/8") that is applicable to shallow ceiling pockets. Computerized PID control shall be used to control superheat. Included as standard equipment are a long-life filter that is mold resistant and a condensate drain pan and drain pump kit that pumps to 23-5/8" from the drain pipe opening. The indoor units sound pressure level shall range from 29 dB(A) to 32 dB(A) at low speed and 33 dB(A) to 36 dB(A) at high speed 5 feet below the suction grille.
- C. The Daikin indoor unit FXDQ shall be completely factory assembled and tested. Included in the unit are factory wiring, piping, electronic proportional expansion valve, control circuit board, fan motor thermal protector, flare connections, condensate drain pan, condensate drain pump, condensate safety shutoff and alarm, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch. The unit shall have adjustable external static pressure capabilities.
 1. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
 2. Both refrigerant lines shall be insulated from the outdoor unit.
 3. Return air shall be through a resin net mold resistant filter.
 4. The indoor units shall be equipped with a condensate pan and condensate pump. The condensate pump provides up to 23-5/8" of lift from the center of the drain outlet and has a built in safety shutoff and alarm.
 5. The indoor units shall be equipped with a return air thermistor.
 6. The indoor unit will be separately powered with 208~230V/1-phase/60Hz.
 7. The voltage range will be 253 volts maximum and 187 volts minimum.
 8. Switch box shall be reached from the side or bottom for ease of service and maintenance.
- D. Unit Cabinet:
 1. The cabinet shall be located into the ceiling and ducted to the supply and return openings.
 2. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.
- E. Fan:
 1. The fan shall be direct-drive Sirocco type fan, statically and dynamically balanced impeller with high and low fan speeds available.
 2. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz with a motor output range from 62W to 130W.
 3. The airflow rate shall be available in high and low settings.
 4. The fan motor shall be thermally protected.
 5. The fan motor shall be equipped as standard with adjustable external static pressure (ESP) settings.
- F. Filter:
 1. The return air shall be filtered by means of a washable long-life filter with mildew proof resin.
- G. Coil:

1. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
2. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design to ensure highly efficient performance.
3. The coil shall be a 2 or 3-row cross fin copper evaporator coil with 14 FPI design completely factory tested.
4. The refrigerant connections shall be flare connections and the condensate will be 1-1/32" outside diameter PVC.
5. A condensate pan shall be located under the coil.
6. A condensate pump with a 23-5/8" lift shall be located below the coil in the condensate pan with a built in safety alarm.
7. A thermistor will be located on the liquid and gas line.

H. Electrical:

1. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz. The acceptable voltage range shall be 187 to 253 volts.
2. Transmission (control) wiring between the indoor and outdoor unit shall be a maximum of 3,280 feet (total 6,560 feet).
3. Transmission (control) wiring between the indoor unit and remote controller shall be a maximum distance of 1,640 feet.

I. Control:

1. The unit shall have controls provided by Daikin to perform input functions necessary to operate the system.
2. The unit shall be compatible with interfacing with a BMS system via BACnet gateways.
3. The unit shall be compatible with a Daikin Intelligent Touch Manager advanced multi-zone controller.

2.13 SPLIT SYSTEM INDOOR UNIT (VISTA™ 2X2 CEILING CASSETTE UNIT)

- A. Daikin indoor unit model FXZQ_TAVJU as scheduled on the Drawings or approved equal. The FXZQ shall be ceiling cassette fan coil units, operable with R-410A refrigerant, and equipped with an electronic expansion valve, for installation into the ceiling cavity equipped with a decoration panel grille. The decoration panel shall be a four-way air distribution type, fresh white (Munsell N9.5) impact resistant with a washable decoration panel. The supply air is distributed via motorized louvers which can be horizontally and vertically adjusted from 0° to 90°. Computerized PID control shall be used to control superheat. The indoor units sound pressure shall range from 25.5 dB(A) to 33 dB(A) at low speed measured at 5 feet below the unit.
- B. The Daikin indoor unit FXZQ-TAVJU shall be completely factory assembled and tested. Included in the unit are factory wiring, piping, electronic proportional expansion valve, control circuit board, flare connections, condensate drain pan, condensate drain pump, condensate safety shutoff and alarm, self-diagnostics, auto-restart function, 3-minute fused time delay, and test run switch.
1. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
 2. Both refrigerant lines shall be fully insulated from the outdoor unit or nearest branch connection into the refrigerant network.
 3. The 4-way supply air flow can be field modified to 3-way and 2-way airflow to accommodate various installation configurations including corner installations.
 4. Return air shall be through the concentric panel, which includes a resin net mold resistant filter.

5. The indoor units shall be equipped with a condensate pan and condensate pump. The condensate pump shall provide up to 24-13/16" of lift, measured from the drain outlet, and shall have a built in safety shutoff and alarm.
 6. The indoor units shall be equipped with a return air thermistor.
 7. The indoor unit will be powered with 208~230V/1-phase/60Hz.
 8. The voltage range will be 253 volts maximum and 187 volts minimum.
- A. Unit Cabinet:
1. The cabinet shall be space saving and shall be located into the ceiling.
 2. Three auto-swing positions shall be available to choose from via field setting.
 3. The airflow of the unit shall have the ability to shut down one or two sides allowing for simpler corner installation.
 4. Fresh air intake shall be possible by way of direct duct installation to the side of the indoor unit cabinet.
 5. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.
- B. Decoration Panel:
1. VISTA Decoration panel – white (BYFQ60C3W1W).
 - a. The decoration panel shall be a four-way air distribution type and constructed of impact resistant polymer.
 - b. The decoration panel dimensions shall measure 24-7/16" x 24-7/16" and shall fit into a standard 2x2 ceiling grid with no overlap of adjacent tiles.
 - c. The four air discharge outlet louvers shall be independently motorized and controllable. Each louver shall have a visual indicator to easily identify the louver and simplify the airflow configuration.
 - d. The louver outlets shall be capable of closure to allow for 3-way and 2-way air distribution.
 - e. The decoration panel shall be a low profile design, extending 5/16" below the ceiling.
 - f. The decoration panel shall be compatible with the optional space and presence sensor kit, model BRYQ60A2W.
 - g. The decoration panel color shall be fresh white (Munsell N9.5).
- C. Fan:
1. The fan shall be driven by a direct-drive DC motor with statically and dynamically balanced impeller and shall have three user-selectable speeds available: high, medium, and low.
 2. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz with a motor output of 50W.
 3. The airflow rate shall be available in high, medium, and low settings.
 4. When FXZQ-TAVJU is connected with either the BRC1E73 Navigation Remote Controller or the DCM601A71 I-Touch Manager, the Auto fan mode shall be selectable.
- D. Filter:
1. The return air shall be filtered by means of a washable long-life filter with mildew proof resin.
- E. Coil:
1. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
 2. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design to ensure highly efficient performance.
 3. The coil shall be a 2-row cross fin copper evaporator coil with 22 FPI design completely factory tested.
 4. The refrigerant connections shall be flare connections and the condensate will be 1 -1/32

inch outside diameter PVC.

5. A condensate pan shall be located under the coil.
6. A condensate pump with a 24-13/16" lift, measured from the drain outlet, shall be located below the coil in the condensate pan with a built in safety alarm.
7. A thermistor will be located on the liquid and gas line.

F. Electrical:

1. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz. The acceptable voltage range shall be 187 to 253 volts.
2. Transmission (control) wiring between the indoor and outdoor unit shall be a maximum of 3,280 feet (total 6,560 feet).
3. Transmission (control) wiring between the indoor unit and remote controller shall be a maximum distance of 1,640 feet.

G. Control:

1. The unit shall have controls provided by Daikin to perform input functions necessary to operate the system.
2. The unit shall be compatible with a Daikin Intelligent Touch Manager advanced multi-zone controller.

2.14 SPLIT SYSTEM INDOOR HEAT PUMP UNIT

A. Daikin "PreciseLine" model BCHD as scheduled on the Drawings or approved equal.

B. General Construction

1. The blower coil unit shall include a blower, fan housing, coil, and drain-pan enclosed within and mounted to a rigid cabinet. Steel parts exposed to moisture shall be galvanized and insulated to prevent condensation. The complete fan assembly shall be wired via quick connect electrical contacts and easily removable for service and maintenance
2. Unit will be supplied with 1-inch, double-wall panels. The cabinet is to be thermally isolated through injected foam insulation inside each cabinet. Single wall cabinets with fiberglass insulation exposed in the airstream are not acceptable. Frame channels which allow heat conductance between the inside and outside of the cabinet are not acceptable. Base rails used for unit mounting/hanging are acceptable. Panel shall have a minimum thermal insulation of R6. Foam injected insulation conforms to:
 - a. ASTM C1071 (including C665)
 - b. UL 181 for erosion
 - c. 25/50 rating for flame spread/smoke developed per ASTM E-84, UL 723 and NFPA 90A

C. Supply Fan

1. Supply fans shall be a DWDI forward-curved type. Fan assemblies shall be balance tested dynamically by the manufacturer. Manufacturer must ensure maximum fan RPM is below the first critical speed.
2. The complete fan assembly, including motor and main drain pan shall be easily removable.
3. Fan motor(s) assembly shall be direct-drive style and not include belts, pulleys, or sheaves.
4. Fan motor(s) shall be of Direct Current Brushless type of minimum motor efficiency of 85 percent when rated in accordance of NEMA Standard MG 1-2016 at full load conditions.
5. Manufacturer's supply fan motor must have means to adjust motor speed for field balancing.
6. Units shall be certified in accordance with the Central Station Air Handler certification program that is based on AHRI Standard 430.
7. Supply fan must be capable of delivering 1.5" w.g. external static pressure and 3.0" w.g. total static pressure at nominal cabinet CFM

D. Electrical

1. Supply fans shall be driven by Electrically Commutated motors that are run-tested in the assembled unit and permanently lubricated. All motors shall have integral thermal overload protection with a maximum ambient operating temperature of 55°C. Motors shall be capable operating at 90 percent of rated voltage on all speed settings. Motors can operate up to 10 percent overvoltage.
2. Motor wires shall include a quick-disconnect motor plug.
3. All controls equipment including ECM control module, low voltage transformers, safety switches, disconnects, fusing, and terminal strips must be located inside the main unit cabinet.

E. Cooling and Heating

1. Cooling Coils

- a. Cooling performance shall be as specified on the unit schedule.
- b. Direct expansion coil fins shall have full drawn collars to provide a continuous surface cover over the entire tube for maximum heat transfer. Seamless copper tubes shall be mechanically expanded into the fins to provide a continuous primary-to-secondary compression bond over the entire finned length for maximum heat transfer rates. Bare copper tubes shall not be visible between fins. Coil casing shall be constructed of stainless steel.
- c. Direct expansion coils shall be provided with distributors.
- d. All steel parts exposed to moisture shall be galvanized.
- e. Unit shall include a stainless-steel primary and secondary drain pan. The primary drain pan to be positively sloped in every plane. Primary and secondary drain pans to be insulated with anti-microbial closed-cell insulation. The drain pan shall be designed to ensure no pooling of condensate water per ASHRAE 62.2.

F. Filters

1. Filter section shall be a 2" flat type furnished with MERV 13 deep pleated panel filters.
2. Filter media shall be UL 900 listed, Class I or Class II.
3. Filters shall be arranged in a flat manner.
4. Filters shall be 2" in depth.
5. Filter shall be of disposable type with a minimum arrestance greater than 98% and rating of MERV 13.

G. Controls

1. Unit shall be supplied with a digital controls ready interface. This interface is to be located inside the control box internal to the main unit. This interface shall include a 24VAC transformer and terminal blocks for connections to fan motor control, sensor control, safety switches, valve actuators, and damper control if applicable.
2. Unit shall be furnished with a disconnect switch. The disconnect switch shall be operable from the outside of the cabinet to reduce hazards during field service and commissioning.
3. Fan Motor Control to be furnished as three-speed. These three speeds are field adjustable for precise air flow scheduling.

2.15 DEDICATED OUTDOOR AIR SYSTEM

A. Daikin "Rebel" series heat pump unit, model DPS10A, as scheduled on the Drawings or approved equal. The unit shall be 100% outside air.

B. General

1. The units shall consist of a return plenum section, a filter section, a cooling coil section, a supply fan section, an electric heating section, and a condensing unit section. The complete unit shall be cETLus listed. The unit shall be ASHRAE 90.1-2013 compliant and labeled.

2. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Each unit shall be completely factory assembled and shipped in one piece. Packaged units shall be shipped fully charged with R-410 refrigerant and oil.
 3. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include a refrigeration circuit run test, a unit control system operations checkout, a unit refrigerant leak test and a final unit inspection.
 4. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
- C. Cabinet, Casing, and Frame
1. Panel construction shall be double-wall construction for all panels. All floor panels shall have a solid galvanized steel inner liner on the air stream side of the unit to protect insulation during service and maintenance. Insulation shall be a minimum of 1" thick with an R-value of 7 and shall be 2-part injected foam. Panel design shall include no exposed insulation edges. Unit cabinet shall be designed to operate at total static pressures up to 5.0 inches w.g.
 2. Exterior surfaces shall be constructed of pre-painted galvanized steel. Paint finish to include a base primer with a high quality, polyester resin topcoat of a neutral beige color. Finished panel surfaces to withstand a minimum 750-hour salt spray test in accordance with ASTM B117 standard for salt spray resistance.
 3. Service doors shall be provided on the fan section, filter section, control panel section, and heating vestibule. All service access doors shall be mounted on multiple, stainless-steel hinges and shall be secured by a latch system. The unit base shall overhang the roof curb for positive water runoff and shall seat on the roof curb gasket for a positive, weather tight seal. Lifting brackets shall be provided on the unit base to accept cable or chain hooks for rigging the equipment.
- D. Exhaust Fan
1. Exhaust fan shall be a single width, single inlet (SWSI) airfoil centrifugal fan. The fan wheel shall be Class II construction with aluminum fan blades that are continuously welded to the hub plate and end rim. The exhaust fan shall be a direct drive fan mounted to the motor shaft. Belts and sheaves are not acceptable due to the additional maintenance.
 2. The fan motor shall be a totally enclosed EC motor that is speed controlled by the rooftop unit controller. The motor shall include thermal overload protection and protect the motor in the case of excessive motor temperatures. The motor shall have phase failure protection and prevent the motor from operation in the event of a loss of phase. Motors shall be premium efficiency.
 3. The unit DDC controller shall provide building static pressure control. The unit controller shall provide proportional control of the exhaust fans from 25% to 100% of the supply air fan designed airflow to maintain the adjustable building pressure setpoint. The field shall mount the required sensing tubing from the building to the factory mounted building static pressure sensor.
- E. Energy Recovery
1. A factory installed and tested energy recovery wheel with single point power shall be provided that meets ASHRAE 90.1-2010 effectiveness requirements
 2. The energy recovery wheel shall be a slide-out wheel cassette. An integrated unit control with optimum leaving wheel temperature control to prevent over-heating the outdoor air shall be part of the energy recovery system. MERV 8 prefilters shall be provided on outdoor and return air paths to minimize dirt and cleaning

F. Cooling Coil

1. The indoor coil section shall be installed in a draw through configuration, upstream of the supply air fan. The coil section shall be complete with a factory piped cooling coil and an ASHRAE 62.1 compliant double sloped drain pan.
2. The direct expansion (DX) cooling coils shall be fabricated of seamless high efficiency copper tubing that is mechanically expanded into high efficiency aluminum plate fins. Coils shall be a multi-row, staggered tube design with a minimum of 3 rows. All cooling coils shall have an interlaced coil circuiting that keeps the full coil face active at all load conditions. All coils shall be factory leak tested with high pressure air under water.
3. The cooling coil shall have an electronic controlled expansion valve. The unit controller shall control the expansion valve to maintain liquid subcooling and the superheat of the refrigerant system.
4. The refrigerant suction lines shall be fully insulated from the expansion valve to the compressors.
5. The drain pan shall be stainless steel and positively sloped. The slope of the drain pan shall be in two directions and comply with ASHRAE Standard 62.1. The drain pan shall have a minimum slope of 1/8" per foot to provide positive draining. The drain pan shall extend beyond the leaving side of the coil. The drain pan shall have a threaded drain connection extending through the unit base.
6. A drain pan overflow safety shall shut off the unit and issue a warning before over flow occurs.

G. Supply Fan

1. Supply fan shall be a single width, single inlet (SWSI) airfoil centrifugal fan. The fan wheel shall be Class II construction with blades that are continuously welded to the hub plate and end rim. The supply fan shall be a direct drive fan mounted to the motor shaft. Belts and sheaves are not acceptable due to the additional maintenance.
2. All fan assemblies shall employ solid steel fan shafts. The entire fan assembly shall be isolated from the fan bulkhead with a flexible collar.
3. All fan assemblies shall be statically and dynamically balanced at the factory, including a final trim balance, prior to shipment.
4. Supply fan and motor assembly combinations larger than 8 hp or 22" diameter shall be internally isolated on 1" deflection, spring isolators and include removable shipping tie downs.
5. The fan motor shall be a totally enclosed EC motor that is speed controlled by the rooftop unit controller. The motor shall include thermal overload protection and protect the motor in the case of excessive motor temperatures.
6. The supply fan shall be capable of airflow modulation from 30% to 100% of the scheduled designed airflow. The fan shall not operate in a state of surge at any point within the modulation range.

H. Variable Air Volume Control

1. Single Zone VAV-The unit controller shall proportionally control the ECM motors on the supply fan based on space temperature. The unit controller shall increase/decrease the speed of the supply fan to maintain the space temperature within its setpoint and deadband. The unit controller shall provide discharge air temperature control with the compressor modulation.
2. The unit manufacturer shall install all power and control wiring.
3. The supply air fan drive output shall be controlled by the factory installed main unit control system and drive status and operating speed shall be monitored and displayed at the main unit control panel.

I. Heating Section

1. ETL approved electric heating shall be factory assembled, installed and tested. The electric heating control shall be fully integrated into the MicroTech III control system. The heating elements shall be low watt density, nickel chromium. Fuses shall be provided in each branch circuit to a maximum of 48 amps. Single point power connection shall be provided. Operational safeties shall include automatic reset, high temperature limit, and airflow safety switch to prevent electric heat operation if there is no airflow.

J. Condensing Section

1. Outdoor coils shall be cast aluminum, micro-channel coils. Plate fins shall be protected and brazed between adjoining flat tubes such that they shall not extend outside the tubes. A sub-cooling coil shall be an integral part of the main outdoor air coil. Each outdoor air coil shall be factory leak tested with high pressure air under water.
2. Fan motors shall be an ECM type motor for proportional control. The unit controller shall proportionally control the speed of the condenser fan motors to maintain the head pressure of the refrigerant circuit from ambient condition of 0~120°F. Mechanical cooling shall be provided to 25° F. The motor shall include thermal overload protection and protect the motor in the case of excessive motor temperatures. The motor shall have phase failure protection and prevent the motor from operation in the event of a loss of phase.
3. The condenser fan shall be low noise blade design. Fan blade design shall be a dynamic profile for low tip speed. Fan blade shall be of a composite material.
4. The unit shall have scroll compressors. One of the compressors shall be an inverter compressor providing proportional control. The unit controller shall control the speed of the compressor to maintain the discharge air temperature. The inverter compressor shall have one of the following oil control features.
 - a. A separate oil pump and an oil separator for each compressor that routes oil back to the compressor instead of through the discharge line.
5. Pressure transducers shall be provided for the suction pressure and head pressure. Temperature sensor shall be provided for the suction temperature and the refrigerant discharge temperature of the compressors. All of the above devices shall be an input to the unit controller and the values be displayed at the unit controller.
6. Each circuit shall be dehydrated and factory charged with R-410A Refrigerant and oil.

K. Electrical

1. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with the unit shall be number and color coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory wired weatherproof control panel. Unit shall have a single point power terminal block for main power connection. A terminal board shall be provided for low voltage control wiring. Branch short circuit protection, 115- volt control circuit transformer and fuse, system switches, and a high temperature sensor shall also be provided with the unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance.
2. A non-fused disconnect and field powered 115V GFI outlet shall be provided.

L. Controls

1. Provide a complete integrated microprocessor based Direct Digital Control (DDC) system to control all unit functions including temperature control, scheduling, monitoring, unit safety protection, including compressor minimum run and minimum off times, and diagnostics. This system shall consist of all required temperature sensors, pressure sensors, controller, and keypad/display operator interface. All MCBs and sensors shall be factory

- mounted, wired and tested.
2. The stand-alone DDC controllers shall not be dependent on communications with any on-site or remote PC or master control panel for proper unit operation. The microprocessor shall maintain existing set points and operate stand-alone if the unit loses either direct connect or network communications. The microprocessor memory shall be protected from voltage fluctuations as well as any extended power failures. All factory and user set schedules and control points shall be maintained in nonvolatile memory. No settings shall be lost, even during extended power shutdowns.
 3. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.
 4. All digital inputs and outputs shall be protected against damage from transients or incorrect voltages. All field wiring shall be terminated at a separate, clearly marked terminal strip
 5. The DDC controller shall have a built-in time schedule. The schedule shall be programmable from the unit keypad interface. The schedule shall be maintained in nonvolatile memory to ensure that it is not lost during a power failure. There shall be one start/stop per day and a separate holiday schedule. The controller shall accept up to sixteen holidays each with up to a 5-day duration. Each unit shall also be able to accept a time schedule via BAS network communications.
 6. The keypad interface shall allow convenient navigation and access to all control functions. The unit keypad/display character format shall be 4 lines x 20 characters. All control settings shall be password protected against unauthorized changes. For ease of service, the display format shall be English language readout. Coded formats with lookup tables will not be accepted. The user interaction with the display shall provide the following information as a minimum:
 - a. Return air temperature.
 - b. Discharge air temperature.
 - c. Outdoor air temperature.
 - d. Space air temperature.
 - e. Outdoor enthalpy, high/low.
 - f. Compressor suction temperature and pressure
 - g. Compressor head pressure and temperature
 - h. Expansion valve position
 - i. Condenser fan speed
 - j. Inverter compressor speed
 - k. Dirty filter indication.
 - l. Airflow verification.
 - m. Cooling status.
 - n. Control temperature (Changeover).
 - o. VAV box output status.
 - p. Cooling status/capacity.
 - q. Unit status.
 - r. All time schedules.
 - s. Active alarms with time and date.
 - t. Previous alarms with time and date.
 - u. Optimal start
 - v. Supply fan and exhaust fan speed.
 - w. System operating hours.

- 1) Fan
 - 2) Exhaust fan
 - 3) Cooling
 - 4) Individual compressor
 - 5) Heating
 - 7) Tenant override
- M. The user interaction with the keypad shall provide the following:
1. Controls mode
 - a. Off manual
 - b. Auto
 - c. Heat/Cool
 - d. Cool only
 - e. Heat only
 - f. Fan only
 2. Occupancy mode
 - a. Auto
 - b. Occupied
 - c. Unoccupied
 - d. Tenant override
 3. Unit operation changeover control
 - a. Return air temperature
 - b. Space temperature
 - c. Network signal
 4. Cooling and heating change-over temperature with deadband
 5. Cooling discharge air temperature (DAT)
 6. Supply reset options
 - a. Return air temperature
 - b. Outdoor air temperature
 - c. Space temperature
 - d. Airflow (VAV)
 - e. Network signal
 - f. External (0-10 vdc)
 - g. External (0-20 mA)
 7. Temperature alarm limits
 - a. High supply air temperature
 - b. Low supply air temperature
 - c. High return air temperature
 8. Lockout control for compressors.
 9. Compressor interstage timers
 10. Night setback and setup space temperature.
 11. Building static pressure.
 12. Economizer changeover
 - a. Enthalpy
 - b. Drybulb temperature
 13. Currently time and date
 14. Tenant override time
 15. Occupied/unoccupied time schedule
 16. One event schedule
 17. Holiday dates and duration
 18. Adjustable set points

19. Service mode
 - a. Timers normal (all time delays normal)
 - b. Timers fast (all time delays 20 sec)
- N. To increase the efficiency of the cooling system the DDC controller shall include a discharge air temperature reset program for part load operating conditions. The discharge air temperature shall be controlled between a minimum and a maximum discharge air temperature (DAT) based on one of the following inputs:
 1. Airflow
 2. Outside air temperature
 3. Space temperature
 4. Return air temperature
 5. External signal of 1-5 vdc
 6. External signal of 0-20 mA
 7. Network signal
- O. Roof Curb Accessory
 1. A prefabricated heavy gauge galvanized steel, mounting curb shall be provided for field assembly on the roof decking prior to unit shipment. The roof curb shall be a full perimeter type with complete perimeter support of the air handling section and condensing section. The curb shall be a minimum of 14" high and include a nominal 2"×4" wood nailing strip. Gasket shall be provided for field mounting between the unit base and roof curb.
- P. Sensors
 1. Leaving Coil/Entering Fan Temperature Sensor
 2. Duct High Limit Switch
 3. BACnet/MSTP Card
 4. Return Air Temperature Sensor
 5. Discharge Air Temperature sensor – Wired in unit, mounted in supply duct
 6. Outside Air Temperature Sensor
 7. Dirty Filter On/Off Switch
 8. Supply Fan Air Proving Via Modbus
 9. Building Static Pressure Sensor
 10. Supply Leaving Wheel Temperature Sensor
 11. Exhaust Leaving Wheel Temperature Sensor
- Q. Additional Options/ Accessories
 1. Provide stainless steel indoor coil casing.

2.16 VIBRATION ISOLATORS

- A. Unless otherwise noted on the equipment schedule, all mechanical equipment shall be mounted on vibration isolators to prevent the transmission of vibration and mechanically transmitted sound to the building structure. All isolators shall be Mason Industries, Kinetics, or approved equal. Rated deflections and model numbers shall be as scheduled on the drawings.
- B. Spring equipment mounts, earthquake motioned restrained:
 1. Mounts shall incorporate a single spring vibration isolator built into a welded steel mount assembly, designed and engineered to limit movement of supported equipment during an earthquake without degrading the vibration isolation of the spring during normal equipment operating conditions.
 2. Mounts shall incorporate a welded steel plate and motion limit assembly, and steel spring isolator, engineered as a system to accept a force of 1.3 times the rated load capacity of the spring isolator without yield or failure, and shall limit movement of the point of level bolt connection to supported equipment to 0.75 inches in any direction, relative to any fixed

- point on the mount assembly, while subjected to the minimum force specified.
3. The motion limit assembly shall be welded to a steel base plate having a ¼" thick ribbed neoprene noise stop pad, and drilled holes for bolting to supporting structures.
 4. Springs shall be wound steel, using high strength, heat treated spring alloy steel and shall have a horizontal spring stiffness equal to or greater than 1.3 times the rated vertical spring stiffness. The outside diameter of each spring shall be a minimum of 0.8 times the rated vertical spring height.
 5. Springs shall be selected to provide the tabulated minimum operating static deflections and shall provide a 50% overload capacity before reaching solid state. Springs shall be designed to reach solid state before exceeding the spring steel fatigue point.

2.17 DUCTWORK

A. Sheet Metal Ductwork:

1. Ducts and plenums shall be fabricated and installed in conformance with the latest editions of: NFPA Pamphlet No. 90A; California Building Code; California Mechanical Code and the SMACNA HVAC Duct Construction Standards (Metal & Flexible). Ducts and plenums shall be constructed of G-60 coated galvanized steel of lockforming grade conforming to ASTM A653 and A924 standards. Seals shall be airtight Class "B" seals at all transverse joints and longitudinal seams. Tables and figures hereinafter referenced are from the 2005 edition of the SMACNA HVAC Duct Construction Standards (Metal and Flexible).
2. Rectangular duct construction shall conform to Table 2-3. All transverse joints shall be flanged per Table 2-32, with corner closures or "Duct Mate" flanged connections with corner closures per Figure 2-16 or 2-17. Elbows shall be standard radius (Type RE 1) or square throat with vanes (Type RE 2) per Figure 4-2, with double thickness turning vanes per Figures 4-3 and 4-4. Offsets and transitions shall be per Figure 4-7. Supply, return, and exhaust branch connections shall be per Figure 4-5 or 4-6. Splitters SHALL NOT be used.
3. Round ducts shall be spiral, United McGill or equal. All transverse joints and longitudinal seams shall have Class "B" seals. All branches in round duct systems shall be made with factory fabricated reducing wye branches. Duct turns shall be made with standard, factory fabricated, three-piece elbows.
4. Lined ducts shall be fabricated such that the net inside dimensions equals the duct sizes shown on the Drawings.
5. Flexible ducts shall be acoustical type, Flexmaster "6M", Casco "Silent Flex - SF-18M", or approved equal. Flexible ducts shall be used only where shown on the Drawings, and maximum length of any given flexible duct shall not exceed 7 feet. Galvanized sheet metal elbows shall be used for turns greater than 45 degrees on flexible ducts 10 inches and larger. Connections to rectangular ducts shall be made with "spin-in" fittings with air scoops. The installation of flexible ducts shall conform to Figure 3-10, with the exceptions noted herein.
6. Supports for horizontal ducts and plenums shall be fabricated per Figures 5-5 and 5-6 and Tables 5-1, 5-2 and 5-3. The maximum distance between hangers shall be 8 feet for rectangular ducts and 12 feet for round ducts. Attachments to the structure shall be made with adequately sized lag bolts for strap hangers and adequately sized machine bolts and side beam brackets for rod hangers. Supports for vertical ducts shall be band iron strap or angle bracket type per Figures 5-8 and 5-9.
7. All roof-mounted ductwork shall be water tight and sloped to shed water. All transverse joints shall be T-25 flanged Ductmate "25" or approved equal.
8. Outside air intakes shall be type 316 stainless steel.

B. Fiberglass Ductwork:

1. Fiberglass ductwork is unacceptable and may not be used on this project.

C. Specialties:

1. Duct Mounted Access Doors
 - a. Including those for removing filters, duct access doors shall be fabricated as detailed in Figure 7-2, with sash locks, piano hinges, and cam latches. Round duct shall be fabricated as detailed in Figure 7-3.
 - b. Access doors shall be double wall, rectangular, insulated or uninsulated same as duct. Insulation fill and thickness shall be as indicated for pressure class.
 - c. Access doors shall have a vision panel and an unobstructed full swing.
 - d. Fabricate doors airtight and suitable for duct pressure class.
2. Dampers:
 - a. Provide butterfly or multiple blade dampers where indicated on the Drawings or as required for balancing air quantities, to values shown without generating excessive noise. Provide Duro-Dyne "KS-385", or approved equal, locking quadrants on each manual damper. Locate dampers in furred ceilings near access panels where possible.
 - b. Butterfly dampers shall be constructed as per Figure 7-4, Figures A, B, and C.
 - c. Multi-blade dampers shall conform to Figure 7-5.
3. Remote Actuators: Young Regulator Company, Round Cable Controlled Dampers Model 5020-CC or 830A-CC (rectangular) and Remote Cable Control System Kit Model 270-301EZ. All dampers in inaccessible ceilings shall have remote actuators.
4. Air Extractors: Duct mounted volume extractors made of galvanized steel with 1-inch blade spacing, Titus model "AG-45", or equal.
5. Flexible Duct Connections: Duro-Dyne "Metal-Fab" with Durolon, Ventfabrics "Ventglas", or approved equal. Install at each point where a blower unit is connected to a duct. A minimum clearance of 3" between the duct and the source of vibration shall be maintained. Install per Figure 7-8.
6. Screens: Install removable bird screens at ALL outside air intakes and exhaust air discharges. Screens shall be fabricated from ½" x 14 gauge mesh secured in full frames. Screens and frames shall be constructed of the same material as the duct, hood, or equipment to which attached.
7. Access Panels: Milcor, Style M, prime coated steel, or approved equal. Minimum size shall be 10" x 10". Provide larger sizes where required. Locks shall be flush, screwdriver operated. Provide as required for concealed ducts at all fire dampers, electric duct heaters, and automatic dampers except at suspended acoustical ceilings.
8. Joints: Tape all joints airtight using Hardcast - Carlisle, type "DT" pressure-less tape and "RTA 50" sealant, or McGill AirSeal, "Uni-Flex" duct sealer. Install per manufacturer's directions.

2.18 INSULATION

- A. General
 1. All duct insulation materials including jackets, tapes, adhesives and coatings shall meet ASTM E84/UL 723 "25/50 Flame Spread/Smoke Development" requirements and NFPA 90A and 90B.
- B. Exterior of Ductwork: (Flexible Duct Wrap)
 1. Unless specified to be lined, all ductwork shall be externally insulated by wrapping with formaldehyde-free, flexible glass fiber blanket or inorganic glass mineral wool wrap, with factory applied FSK vapor barrier jacket. Thickness shall be 2 inches unless noted or required otherwise.
 2. Duct wrap shall meet the requirements of ASTM C1290, ASTM C553, and ASTM C1136. Corrosiveness shall meet ASTM C665. Mold growth/fungi resistance shall meet ASTM C1338.
 - a. Johns Manville "Microlite FSK", Knauf "Atmosphere Duct Wrap", or Certaineed

"SoftTouch" or "Wide Wrap".

C. Interior of Ductwork: (Duct Liner)

1. All ducts exposed to the weather shall be internally insulated. All other ductwork within 10 feet of a fan (supply and return) shall be internally insulated. Duct liner shall be installed in supply and return ducts and plenums where noted on the Drawings. Exhaust ductwork need not be insulated.
2. Duct liner shall meet the requirements of ASTM C1071. Operating temperature shall meet ASTM C411. Microbial growth shall meet ASTM C1338, and ASTM G21 and G22.
 - a. Type I - Flexible Duct Liner: Johns Manville "Linacoustic RC", Knauf "Atmosphere Duct Liner", or Owens Corning "QuietR Rotary Duct Liner". Thickness shall be 1 ½ inches, unless otherwise noted.
 - b. Type II - Plenum Liner Board: Johns Manville "Linacoustic R-300", Owens Corning "QuietR Duct Liner Board", or Knauf Insulation "Atmosphere Rigid Plenum Liner". Thickness shall be 1 ½ inches, unless otherwise noted.

D. Refrigerant Piping:

1. Insulate all refrigerant liquid, vapor, and suction lines, fittings, and valves with flexible elastomeric thermal insulation, Resolco Insul-Phen rigid closed cell phenolic foam, or equal. Install according to manufacturer's suggested installation procedures, UV protected.
2. Liquid, suction, and hot gas (where applicable) lines shall be insulated individually.
3. Oil equalization lines between multiple condensing units shall be insulated.
4. All piping exposed to the weather shall be finished with aluminum jacketing with a laminated moisture retarder. ITW Insulation Systems, RPR Products "Insul-Mate" or approved equal. Aluminum jacketing shall be overlapped 2 to 3 inches and held in place with stainless steel bands to form a weather tight system. Elbows and tees shall be fitted with matching aluminum fitting covers. Other fittings in metal-jacketed systems shall be finished with conventional weather-resistant insulating materials with painted

E. Piping insulation thickness shall be as follows:

FLUID TEMPERATURE RANGE (°F)	CONDUCTIVITY RANGE (in Btu-inch per hour per square foot per °F)	INSULATION MEAN RATING TEMPERATURE (°F)	NOMINAL PIPE DIAMETER (in inches)				
			1 and less	1 to <1.5	1.5 to < 4	4 to < 8	8 and larger
			INSULATION THICKNESS REQUIRED (in inches)				
Space Heating, Hot Water Systems (steam, steam condensate and hot water) and Service Water Heating Systems							
Above 350	0.32-0.34	250	4.5	5.0	5.0	5.0	5.0
251-350	0.29-0.31	200	3.0	4.0	4.5	4.5	4.5
201-250	0.27-0.30	150	2.5	2.5	2.5	3.0	3.0
141-200	0.25-0.29	125	1.5	1.5	2.0	2.0	2.0
105-140	0.22-0.28	100	1.0	1.5	1.5	1.5	1.5
Space Cooling Systems (chilled water, refrigerant and brine)							
40-60	0.21-0.27	75	0.5	0.5	1.0	1.0	1.0
Below 40	0.20-0.26	50	1.0	1.5	1.5	1.5	1.5

- F. All tanks, expansion tank, pumps, volutes, valves and strainers shall be completely insulated with ½" Armaflex glued and sealed, vapor tight, in place with Armstrong #520 adhesive.

PART 3 EXECUTION

3.01 GENERAL INSTALLATION

- A. Provide all necessary cutting in connection with the work of this Section. No structural members shall be drilled, bored, or notched in a manner which will impair their structural capacity. All penetrations of concrete or masonry shall be made with core drills. No cutting shall be done without the approval of the Architect.

3.02 HEATING & AIR CONDITIONING EQUIPMENT INSTALLATION

- A. All units shall be set with curbs plumb, level, and securely attached through framed opening with bolts and/or lag screws as noted on the Drawings. Connections to ductwork shall be secured, filter racks shall be aligned, enclosures and ductwork connections shall be fully waterproofed, and all utility and control connections shall be complete.
- B. Rig and install in full accordance with manufacturer's requirements, project drawings, and contract documents. Refer to the manufacturer's installation manual for full requirements.
- C. Locate indoor and outdoor units as indicated on drawings. Provide service clearance per manufacturer's installation manual. Adjust and level outdoor units on support structure.
- D. Components / Piping:
 - 1. Installing contractor shall provide and install all accessories and piping for a fully operational system. Refer to manufacturer's installation manual for full instructions.
 - 2. Traps, filter driers, and sight glasses are NOT to be installed on the refrigerant piping or condensate lines.
 - 3. Standard ACR fittings rated for use with R410A are to be used for all connections. Proprietary manufacturer-specific appurtenances are not allowed.
- E. Insulation:
 - 1. Refrigerant lines, as well as any valves, shall be insulated end to end with ½" closed-cell pipe insulation. If state or local codes require insulation other than that specified above, the greater insulation shall be used.
- F. Electrical:
 - 1. Installing contractor shall coordinate electrical requirements and connections for all power feeds with electrical contractor. Refer to Division 26 for additional information.
- G. Third Party Controls:
 - 1. Installing contractor shall coordinate all BAS/BMS control requirements and connections with controls contractor.

3.03 DOAS INSTALLATION

- A. Startup must be done by trained personnel experienced with rooftop equipment.
- B. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters and remote controls are in place, bearings lubricated, and manufacturers' installation instructions have been followed.
 - 1. Antennas shall be shipped loose from the factory, and shall be mounted and electrically-connected in the field by the contractor providing unit startup and commissioning, per factory-supplied installation literature.
 - 2. For sites using Local Area Network (LAN) connection to provide Cloud access, appropriate trades should coordinate to supply all necessary roof penetrations, conduit, network cable, network infrastructure, and termination to the network.
- C. Start-Up and Commissioning

1. Initial programming of Site information, Unit List, and User List and accompanying Passwords, shall be performed at the factory.
2. Technical and Customer users will complete the IE invitation process to gain access the UI for the connected equipment

3.04 INSULATION

A. Exterior Ductwork:

1. Duct wrap shall be cut in a manner to meet the manufacturers' stretch-out guideline to provide a 2" staple lap and have minimum compression at the corners. All joints shall be lapped 2" and stapled with outward clinching staples 2" on center. The insulation shall be mechanically fastened to the underside of all ducts 24" wide or more using cup-head pins, weld pins, or stick pins with speed clips 18" on center. Insulation shall not be compressed to comply with required installed R-value. All joints and penetrations of the vapor barrier jacket shall be sealed with a minimum 3" wide matching pressure sensitive tape. Pressure-sensitive tape shall be firmly rubbed in place immediately after application using a "squeegee" type tool.
2. When a vapor seal is required, two coats of vapor retarder mastic reinforced with one layer of 4" wide, open weave glass fabric may be used in lieu of pressure-sensitive tape. Mastic shall be brushed onto joint and glass fabric imbedded in it. A second coat of mastic shall be brushed over the glass fabric until the fabric is filled. Mastics shall be applied in accordance with application instructions on the container.

B. Interior Duct Liner

1. Apply to the inside face of ducts, coated side facing air stream. Fasten using fire retardant adhesive and secure with mechanical fasteners at 12" maximum o.c., both directions, for velocities up to 2,500 fpm. Velocities over 2,500 fpm shall have fastener spacing of 6" o.c.
2. Exposed edges must be factory or field coated with adhesive. Metal nosing shall be installed in all liner leading edges facing the airstream at fan discharge, at access doors, and at any interval of lined duct preceded by unlined duct.
3. Insulation with torn or broken coatings shall be removed and replaced. Loose corners, edges, and butt joints will not be accepted.
4. Maximum velocity: 5,000 ft/min.

C. Refrigerant Piping:

1. The insulation shall be installed in accordance with the manufacturer's instructions. All joints and seams shall be sealed with waterproof vapor retarder adhesive. All pipes exposed to the weather shall be coated to protect the insulation from ultra-violet radiation in accordance with the manufacturer's published instructions.

3.05 DUCTWORK

- A. All ductwork shall be installed within spaces provided, where possible. Ducts shall be installed true to line and grade, fully secured to structural framing with specified hangers and supports, insulated, and vibration isolated.
- B. Each section of supply air ductwork shall be cleaned, dust and oil free, at the shop using a degreasing agent and detergent and sealed airtight at both ends with visqueen and tape. Supply ducts shall be additionally cleaned with a disinfecting solution. Ends of all supply and internally insulated exhaust ducts shall be kept sealed until the time they are joined. When duct sections are joined, wipe down all interior surfaces with a clean tack cloth. If tack cloth shows any dust, then re-clean duct as described above. The intent is that no foreign matter be allowed to enter the ductwork at any time after factory cleaning and during construction.
 1. Unlined exhaust ducts shall be vacuum cleaned when installed, but shall otherwise be exempt from shop cleaning and sealing.

3.06 CONTROLS

- A. Installation of the system shall be made under the supervision of the manufacturer of the equipment, or his factory authorized representative.
- B. In addition to the submittals required above, and those set forth in "Submittals", the following items shall be furnished:
 - 1. Prior to final inspection, the system contractor shall furnish a letter stating that the entire control system and all "interlock" wiring is installed and operating in a satisfactory manner.
- C. Contractor shall include as a part of the work of this Section, a 1-year service contract on all portions of the control system.

3.07 CONTRACTOR RESPONSIBILITIES FOR TEST AND BALANCE

- A. Provide T&B agency one complete set of contract documents, change orders, and approved submittals in digital and hard copy formats. Project Schedule and Mechanical Contractor's Shop Drawings and Temperature Control Drawings shall be provided as issued or received.
- B. Controls contractor shall provide required BAS hardware, software, personnel and assistance to T&B agency as required to balance the systems. Controls contractor shall also provide trending report to demonstrate that systems are complete.
- C. Coordinate meetings and assistance from suppliers and contractors as required by T&B agency.
- D. Provide additional valves, dampers, sheaves and belts to properly test and balance, which shall be installed by the Mechanical Contractor as directed by T&B agency, at no additional cost to owner.
- E. Mechanical Contractor shall install test holes where indicated by the T&B Agency. Test holes shall be complete with removable and replaceable plugs
- F. Flag all manual volume dampers with fluorescent or other high-visibility tape.
- G. Provide access to all dampers, valves, test ports, nameplates and other appurtenances as required by T&B agency.
- H. Replace or repair insulation as required by T&B agency.
- I. Have the HVAC systems at complete operational readiness for T&B to begin. As a minimum verify the following:
 - 1. Airside:
 - a. All ductwork is complete with all terminals installed.
 - b. All volume, smoke and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. All fans are operating, free of vibration, and rotating in correct direction.
 - e. VFD start-up is complete and all safeties are verified.
 - f. System readiness checklists are completed and returned to T&B agency.
- J. Maintain a construction schedule that allows the T&B agency to complete work prior to occupancy.
- K. Before testing or balancing is started, the Mechanical Contractor shall adjust belts and sheaves; align all parts; oil and grease bearings in accordance with manufacturer's instructions; clean exterior surfaces of coil tubes and fins; flush interior of coil tubes, pull until clean; and check mixing damper operation to insure free operation and activation by the correct thermostat
- L. The Mechanical Contractor shall be responsible for certifying in writing that the system, as

scheduled for balancing, is operational and complete. Completeness shall include not only the physical installation, but the Mechanical Contractor's certification that the prime movers are installed in good working order, and that full load performance has been preliminary tested under the certification of the Mechanical Contractor. Before any testing and balancing is started, a complete report shall be sent to the T&B Agency by the Mechanical Contractor.

- M. The Mechanical Contractor shall be responsible for making all modifications to rectify discrepancies reported by the T&B Contractor as indicating non-compliance with the Contract Documents. By completing the work on time, the Mechanical Contractor shall provide sufficient time before the completion date so that balancing can be accomplished.

3.08 TESTS, INSPECTIONS

- A. Contractor shall not allow or cause any work of this Section to be covered or enclosed until it has been inspected, tested, and approved by the Architect and the authorities having jurisdiction over the Work. Should any of this work be enclosed or covered up before such inspection, testing, and approval, this Contractor shall uncover the work, have the necessary inspections, tests, and approvals made and, at NO expense to the Owner, make all repairs necessary to restore both his work and that of other contractors which may have been damaged to be in conformity with the Contract Documents.
- B. Furnish all necessary labor, materials, and equipment for conducting tests, and pay all expenses in connection therewith. Should leaks develop while testing, repairs shall be made, and tests shall be repeated until a satisfactory test is obtained.
- C. In any test, proper safety procedures and equipment shall be used, including personal protective equipment such as protective eyewear and clothing. Installers shall always consider local conditions, codes and regulations, manufacturer's installation instructions, and Architects' specifications in any installation.
- D. Make all necessary control adjustments and balancing of air and water flows. Operate the entire system for a period of time not less than 3 working days for the purpose of proving satisfactory performance. During this period, instruct such persons as the Owner and/or Architect may designate in the proper operation of the systems. Should further adjustment prove necessary, operating tests shall be repeated until a satisfactory test result is obtained.
 - 1. Condenser water piping shall be hydrostatically tested at 125-psi pressure and proved tight before covering. Tests may be made in sections provided connection to service previously tested is included in each succeeding test. Systems shall be tight for eight hours.

3.09 INSTALLATION, REFRIGERANT PIPING

- A. Piping installation shall comply with all federal, state, and local regulations and industry guidelines. In addition, the following practices shall be followed.
 - 1. All piping shall be stored with ends sealed to prevent entry of moisture and debris.
 - 2. A pipe cutter specific to the piping material applied shall be used.
 - 3. All factory and field cut tube ends shall be de-burred and cleaned.
 - 4. Flared fittings shall be formed using tools recommended by the equipment manufacturer.
 - 5. Flare nuts shall be tightened with torque wrench furnished by the equipment manufacturer.
 - 6. Piping shall be continuously purged with dry nitrogen while soldering. Care shall be taken when soldering near valves or other equipment that may be damaged by extreme heat.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.

- C. Install refrigerant piping according to ASHRAE 15.
- D. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Install piping adjacent to machines to allow service and maintenance.
- H. Install piping free of sags and bends. Install fittings for changes in direction and branch connections. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- I. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Division 08 Section "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- J. Install refrigerant piping in protective conduit where installed belowground. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- K. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Use double-suction riser for maximum compressor efficiencies if load variation is expected.
 - 4. Install traps and double risers to entrain oil in vertical runs.
 - 5. Liquid lines may be installed level.
- L. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- M. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- N. All refrigerant piping and valves shall be identified.

3.10 REFRIGERANT PIPING TESTING

- A. Prior to charging with refrigerant, piping shall be tested for leaks under 550 psi pressure using a mixture of 95% nitrogen and 5% hydrogen gas. (WARNING! OXYGEN OR ACETYLENE SHALL NOT BE USED IN PLACE OF DRY NITROGEN. A VIOLENT EXPLOSION MAY RESULT!).
- B. All joints shall be tested for leaks using an electronic hydrogen leak detector. Pressure and leak tests on refrigeration piping and equipment shall be done in accordance with local code requirements and the American Standard Safety Code for Mechanical Refrigeration (ANSI B9.1).
- C. Piping shall be continuously purged with dry nitrogen while brazing. Care shall be taken when soldering near valves or other equipment that may be damaged by extreme heat.
- D. Be sure that all controls, relief valves or rupture discs that could be damaged by test pressure are removed before beginning pressure test.

- E. Precautions shall be taken to keep moisture out of the system, and a drier shall be used.
- F. After successful completion of pressure tests, the entire system shall be purged with dry nitrogen and then evacuated with a standard vacuum pump to remove all moisture and non-condensables. Three evacuations shall be required, and shall be down to 500 microns absolute pressure. Break the first two vacuums with dry nitrogen. Charge with refrigerant after third evacuation.
- G. The contractor shall notify the Architect 48 hours prior to the time and date of the evacuation.
- H. The refrigerant charge shall be calculated and weighed into the system.
- I. Service technicians shall be certified in the use of CFC and HCFC refrigerant recovery and recycling equipment and shall use UL listed and labeled recovery equipment when discharging refrigerant.

3.11 CLEANUP

- A. Upon completion of the work of this Section, remove all material, debris, and equipment associated with or used in the performance of this Work.

END OF SECTION

SECTION 23 0500
GENERAL MECHANICAL

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. General requirements specifically applicable to all Division 23 Sections
 - 2. Some piping material and installation instructions common to most piping systems
 - 3. Mechanical demolition (when indicated on the Drawings)
 - 4. Concrete bases
 - 5. Supports and anchorages
 - 6. Pipe and equipment identification
- B. This Section applies to all work of Division 23.

1.02 QUALITY ASSURANCE

- A. Regulatory compliance: All work performed under Division 23 shall comply with the latest currently adopted editions of all codes, ordinances, and regulations, and all requirements of the Authorities Having Jurisdiction. Comply with provisions of the following, except as otherwise shown or specified.
 - 1. California Building Code (CBC)
 - 2. California Code of Regulations Titles 8, 17, 19, 20, 21 & 22
 - 3. California Electric Code (CEC)
 - 4. California Energy Code
 - 5. California Energy Conservation Code (Title 24)
 - 6. California Fire Code (CFC)
 - 7. California Green Building Standards Code
 - 8. California Mechanical Code (CMC)
 - 9. California Occupational Safety & Health Administration (CAL-OSHA)
 - 10. California Plumbing Code (CPC)
 - 11. California State Fire Marshall (CSFM)
 - 12. City Fire Marshal requirements
 - 13. National Fire Protection Association
 - 14. Other applicable state laws.
- B. Where material or equipment is specified to conform to referenced standards, the most recent edition of the standard in effect at the time of bid shall be used.
 - 1. Air Moving and Control Association, Inc. (AMCA)
 - 2. American National Standards Institute (ANSI)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
 - 5. American Society for Testing and Materials (ASTM)
 - 6. Air-Conditioning and Refrigeration Institute (ARI)
 - 7. Associated Air Balance Council (AABC)
 - 8. Canadian Standards Association International (CSA)
 - 9. National Electrical Manufacturers Association (NEMA)
 - 10. National Fire Protection Association (NFPA)
 - 11. Office of Statewide Health Planning and Development (OSHPD)
 - 12. Sheet Metal and Air Conditioning Contractors Nation Association (SMACNA) Standards
 - 13. Underwriters Laboratories (UL)

14. Comply with all ADA requirements for disabled access.
- C. Minimum requirements: The requirements of these are the minimum that will be allowed unless such requirements are exceeded by applicable codes or regulations, in which the regulatory codes or regulation requirements shall govern.
- D. When the Contract Documents call for materials or construction of a higher standard than is required by the above, the Contract Document requirements shall take precedence over the requirements of the said laws, rules, and/or regulations, accepting that nothing in the Contract Documents shall be interpreted as permitting work in violation of said laws, rules, and/or regulations. The Contractor for this work shall furnish any additional materials and/or labor as may be required for compliance with these laws, rules, and/or regulations though such materials and/or labor are not specifically set forth in the Contract Documents, with no additional charges to Owner.

1.03 CONTRACT DRAWINGS

- A. The Contract Drawings indicate diagrammatically the general layout of the mechanical systems and other related work. The data given herein and on the Drawings is as exact as could be reasonably secured, but absolute accuracy is not guaranteed. Field verification of scaled dimensions taken from the Drawings is required. Exact locations, distances, elevations, etc. will be governed by shop drawings, the building itself, and actual field conditions.
- B. Contractor shall review and compare the Architectural, Structural, Plumbing, Mechanical and Electrical Drawings and all Owner supplied equipment Drawings and adjust their work to be in conformity with the conditions indicated thereon. Discrepancies between different Drawings, between Drawings and actual field conditions, or between Drawings and Specifications, shall be brought to the attention of the Architect promptly for a determination of the modifications to be affected.
- C. Provide offsets, fittings, and accessories required to meet project conditions, even when not shown.
- D. Minor changes in locations of equipment, piping, ducts, etc., from locations shown shall be made when directed by the Architect at no additional cost to the Owner, providing such change is ordered before such items of work, or work directly connected to same are installed and providing no additional material is required.

1.04 SUBMITTALS

- A. General:
 1. All submittals shall be in accordance with the requirements of the General Conditions and Division 01 Sections for Submittal Procedures and Product Requirements.
 2. Before any fixtures, materials, or equipment are purchased, the Contractor shall submit to the Architect for approval, a complete list of materials, fixtures, and equipment, giving the manufacturers' names, catalog number, capacity, size, power requirements, and other pertinent data. Submittal lists and drawings shall be specifically applicable to this project, shall include identifying marks assigned by Specifications and Drawings, and shall not contain extraneous material or optional choices.
 3. Product names referenced in the specifications are used as standards of quality. Other materials shall not be used unless approved in writing. Review is required even though the term "or equal" is used. Review of submittals will be only for general conformance with design concept. Review will not include quantities, dimensions, construction methods, or coordination with the work of other trades.
 4. The Contractor shall submit for the approval of the Architect, shop drawings of proposed material and equipment that differ from the specified materials and equipment, and of any

specified materials and equipment with special conditions and/or arrangements. These drawings shall show necessary modifications of Owner, plumbing, electrical and mechanical work required by the proposed materials and equipment.

5. Refer to Division 01 for substitutions requirements. Submittal of substitutions shall be limited to one proposal for each type or kind of item. If the first proposed product submittal is rejected, the Contractor shall then submit the first named or scheduled product. Installation of reviewed substitution is Contractors' responsibility. Any mechanical, electrical, structural, or other changes required for installation of substituted equipment or material must be made by Contractor without additional cost to Owner. Review by Architect of substituted equipment or material will not waive these requirements.
 6. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements. Review of drawings and other material submitted shall not be construed as a complete check or constitute a waiver of the requirements of the Drawings and Specifications but will indicate that the material submitted is acceptable in quality and utility. This review shall not relieve the Contractor of the responsibility to fit the proposed materials to the spaces provided, and to effect necessary rearrangement or construction of other work.
- B. Seismic Shop Drawing Submittal:
1. Provide submittal for seismic supports, anchorages, and restraints indicated to comply with performance requirements and design criteria.
 - a. Calculations performed for use in selection of seismic supports, anchorages, and restraints shall utilize criteria indicated in Structural Contract Documents.
 - b. Supports, anchorage and restraints for piping, ductwork, and equipment shall be an OSHPD pre-approved system such as Mason OPM #0043-13. Pipes, ducts and equipment shall be seismically restrained in accordance with requirements of current edition of California Building Code. System shall have current OPM number and shall meet additional requirements of authority having jurisdiction. Provide supporting documentation required by the reviewing authority and the Architect and Engineer. Provide layout drawings showing piping, ductwork and restraint locations.
 - c. Bracing of Piping, Ductwork, and Equipment: Specifically state how bracing attachment to structure is accomplished. Provide shop drawings indicating seismic restraints, including details of anchorage to building. In-line equipment must be braced independently of piping and ductwork, and in conformance with applicable building codes. Provide calculations to show that pre-approval numbers have been correctly applied in accordance with general information notes of pre-approval documentation.

1.05 WARRANTIES

- A. In accordance with Division 01 and as follows. Refer to specific items of equipment specified for warranty duration if different from that specified in Division 01.
 1. Equipment warranties shall be provided for all equipment, with all necessary information filled in, except purchase date, in favor of the Owner.
 2. Provide new materials, equipment, apparatus and labor to repair or replace that determined to be defective or faulty.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials.
- B. Contractor shall protect the work and materials from damage during construction. Equipment stored at the jobsite shall be protected from dust, water or other damage, and be covered if equipment is exposed to weather. Protect interiors of new equipment and piping systems

against entry of foreign matter. Clean both inside and outside before painting or placing equipment in operation.

- C. Any items damaged shall be repaired or replaced, at no additional cost to the Owner.
- D. Cleanliness of Piping and Equipment Systems:
 - 1. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.
 - 2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
 - 3. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

1.07 COOPERATION WITH OTHER TRADES

- A. Coordinate HVAC work with other trades doing work on the project as may be necessary for the proper completion of the project. Refer to the Structural, Plumbing, and Electrical Drawings for details of the building structure and equipment installation that will tend to overlap, conflict with, or require coordination with the work of this Section, and schedule this work accordingly.
- B. Priority of right of way in space shall be as follows, in decreasing order of authority:
 - 1. Electrical lights, electrical panels and drain piping.
 - 2. Ductwork.
 - 3. Fire protection piping, domestic hot water, domestic cold water and condenser water piping.
- C. Any work done without regard for other trades shall be moved, replaced, or redone as required, without extra charges to Owner.

1.08 FEES AND PERMITS

- A. Obtain and pay for permits and service required in installation of the Work. Arrange for required inspections and secure approvals from authorities having jurisdiction. Comply with requirements of Division 01.

1.09 UTILITIES CONNECTIONS

- A. Arrange for all utility connections, determine their exact requirements, and pay all costs incurred. Send proper notices, make necessary arrangements, and perform other services required for care and maintenance of all utilities and assume all responsibility concerning same. Observe all rules and regulations of the respective utilities in executing the work.

1.10 ELECTRICAL REQUIREMENTS

- A. Electrical work in this Section shall conform to the requirements of Division 26. Equipment shall conform to the standards of the National Electric Manufacturer's Association. Electrical equipment shall bear the label of Underwriters' Laboratories, Inc. where examination and listing service is available for such materials. Motors and motor control equipment shall be as specified herein.
- B. Refer to Division 26 for conduit fittings and devices, and service voltage and power feed wiring for equipment specified under this Section. Wiring includes all connections to devices, and all wiring shall be installed in conduit. Contractor shall have responsibility to verify that electrical services provided are adequate and compatible with equipment requirements.
- C. Electrical work shall include the furnishing of:
 - 1. Motor controls mounted as integral part of equipment assemblies.
 - 2. Pre-wired control panels as described and shown.
 - 3. Electronic control panels and their components.
 - 4. Wiring for low voltage controls and "interlock work" except where specifically shown

otherwise.

- D. Electrical work shall include the installing of:
 - 1. All motors.
 - 2. All control panels and their components.
 - 3. Low voltage wiring, line voltage "interlock" wiring, control wiring for safety devices, alarms, and refrigeration.
- E. Wiring includes all connections to devices, and all wiring shall be installed in conduit.
 - 1. Conduit fittings and devices shall be as specified in the basic electrical materials section of Division 26.
 - 2. Line voltage work (in equipment assemblies) shall be as specified in Division 26.
- F. Devices shall be installed in NEMA enclosures of type required for location.
- G. Electrical Controls:
 - 1. Refer to Electrical, Fire Protection, Plumbing and Mechanical documents for work and devices required. All wiring required by heating, ventilating and air conditioning work shall be performed by the Controls Contractor.
- H. The following work will be furnished and installed under Division 26.
 - 1. Disconnect switches, remote switches, motor starters, relays and test switches not mounted as integral part of equipment assemblies or in temperature control panels.
 - 2. All line voltage controls and interlocks, all other controls, circuits from electric panel board to disconnect switches, starters, motors, switches and/or other motor controls, to temperature controls and safety devices.

1.11 DAMAGE BY LEAKS

- A. Contractor shall be responsible for any damage to work of other Contractors that is caused by leaks in any temporary or permanent piping systems due to pipe rupture, disconnected pipes or fittings, or by overflow of equipment.
- B. Patching and replacing of damaged work shall be done by the Contractor who installed the work, as directed by the Architect, but the cost of same shall be paid by the Contractor who is responsible for the damage.

1.12 LICENSING REQUIREMENTS

- A. All work of Divisions 23 shall be performed by an appropriately licensed Contractor. The licenses shall be current, valid through the term of the contract and in the name of the Contractor.
 - 1. All HVAC work, which includes warm air heating systems and water heating pumps, ventilating systems, air conditioning systems, and ductwork, registers, flues, humidity, and thermostatic controls in connection with these systems, shall be performed by a C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor.
 - 2. All air and water balancing shall be performed by a D-62 air and water balancing Contractor. An air and water balancing contractor installs any device and performs any work related to providing a specified flow of air in all types of existing heating and cooling systems.

PART 2 PRODUCTS

2.01 PRODUCTS CRITERIA

- A. All materials, appliances, and equipment shall be new and best of their respective kinds, free from defects, and of the make, brand or quality specified or as accepted by the Architect.

- B. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
- C. All fixtures, materials, and equipment equal in quality and utility to these herein mentioned will be accepted. When specific names are used in describing fixtures, materials, and equipment they are mentioned as standards only, but this implies no right on the part of the Contractor to use other fixtures, materials and equipment, or methods, unless approved as equal in quality and utility by the Architect. The decision of the Architect shall govern as to what fixtures, materials, and equipment are equals to those mentioned, but the burden of proof as to the quality of any proposed fixtures, materials, or equipment shall be upon the Contractor. If any tests are necessary to determine the quality of proposed fixtures, materials, or equipment, an unbiased laboratory satisfactory to the Architect shall make such tests at the expense of the Contractor .

2.02 HANGERS, SUPPORTS

- A. Piping - General
 - 1. Select size of hangers and supports to exactly fit pipe size for bare piping, and to exactly fit around piping insulation with saddle or shield for insulated piping. Provide copper-plated hangers and supports for un-insulated copper piping systems.
 - 2. Hangers and supports shall be designed and manufactured in conformance with ANSI/MSS SP-58. Selection and application shall be in accordance with ANSI/MSS SP-69.
 - 3. All piping shall be supported with Superstrut, B-Line, Anvil, Mifab, or approved equal pipe hangers and supports. Select size of hangers and supports to exactly fit pipe size for bare piping, and to exactly fit around piping insulation with shield for insulated piping.
 - 4. All hangers shall be electro-chromate or corrosion resistant finished. Hanger rods shall have electro-galvanized finish.
- B. Roof top pipe supports
 - 1. MiFab "C-Port" series or B-Line "Dura-Block" or approved equal.
 - a. Model C rubber support series with 14-gauge galvanized channel.
 - b. Seismic: Model CZ rubber base with 14-gauge galvanized channel
- C. Copper tubing:
 - 1. B-Line 3690, Superstrut C-711 or Anvil Figure 67 "J" pipe hangers or approved equal, complete with isolator.
 - 2. Isolators: B-Line "Vibra Cushion" B1999, Type L & K for copper tubing, Superstrut C-716 isolator for copper, Anvil Figure CT-769 or approved equal
- D. Insulated pipe:
 - 1. Hangers: B-Line 3690 "J" pipe hanger, Superstrut C -711 or Anvil Figure 67 fitted to outside of insulation or approved equal
 - 2. Pipe Shields: B-Line 3151 insulation protection shield, Superstrut C-790, or Anvil Figure 167 or approved equal
- E. Point of support connectors:
 - 1. Wood construction:
 - a. Stationary pipes: B-Line B3060, Superstrut 540 or Anvil Figure 206 side beam hanger clip or approved equal
 - b. Pipes subject to movement: B-Line B-756 or Superstrut S-541 beam clamp swing connector or approved equal
 - 2. New concrete construction: B-Line B2501 light duty spot inserts or Superstrut 452-TB spot inserts or approved equal.
 - 3. Existing concrete construction: Phillips "Red-Head" 3-piece concrete anchors or Hilti "Quik-Bolt", drilled-in, concrete anchors.

4. Steel beams: Series 500 beam brackets.
 5. Plywood decks: machine bolts, nuts and washers.
- F. Vertical pipe risers:
1. Riser clamps: Superstrut C-720 extension riser clamps anchored to construction
 2. Bare cold water pipe: Superstrut C-720P, PVC coated to prevent corrosion
- G. Insulated pipe supports: K.B. Enterprises "Snapp Itz".
- H. Pipes through studs or joists shall be isolated from structure with properly sized Hubbard "Hold-Rite" suspension clamps or LSP "Acousto-Plumb" system.
- I. Ductwork
1. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
 2. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
 3. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
 4. Steel Cable End Connections: Steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
 5. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
 6. Trapeze and Riser Supports:
 - a. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - b. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 - c. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

2.03 PIPE LABELS

- A. Brady, Seton, Graphic Products, or approved equal pipe labels. Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- 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.
- D. 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.
- E. Label Sizes (per ANSI A13.1 / ASME A13.1-2015 Standards):
1. For pipes or covering with outside diameter $\frac{3}{4}$ to $1\frac{1}{4}$ inches, minimum length of label: 8 inches, minimum height of letters: $\frac{1}{2}$ inch.
 2. For pipes or covering with outside diameter $1\frac{1}{2}$ to 2 inches, minimum length of label: 8 inches, minimum height of letters: $\frac{3}{4}$ inch.
 3. For pipes or covering with outside diameter $2\frac{1}{2}$ to 6 inches, minimum length of label: 12 inches, minimum height of letters: $1\frac{1}{4}$ inch.

2.04 ELECTRICAL MOTORS

- A. With exception of motors in UL labeled equipment, motors for HVAC blowers and fans, pumps, and other general purpose applications using an adjustable speed drive shall be Baldor Premium Efficient Super-E®, three phase, foot mounted, Class H insulated motor with AEGIS shaft grounding ring installed internally, re-greasable ball bearings, dynamically balanced rotors.

- B. Motors shall be certified for quiet operation and shall bear a label so stating. Motors shall be drip-proof frame, 1.15 minimum service factor in 40°C, ambient windings specially impregnated and epoxy coated for outdoor service.
- C. Torque characteristics of motors shall be as required to accelerate machine to 100% full load speed within 10 seconds. Motors shall be dynamically balanced to maximum deflection as follows:
 - 1. 15 HP and larger: 0.0003 inches.
 - 2. 10 HP and smaller: 0.0002 inches.
- D. Motors shall be Inverter duty, meet NEMA MG-1 and part 30 and 31, and shall be guaranteed to satisfactorily operate at ± 10% voltage shown on Drawings. Transformers of adequate capacity shall be provided if necessary to satisfy this requirement.
- E. All 3-phase motors shall be provided with phase and brown-out protection to shut down all motors in the unit if the phases are more than 10% out of balance on voltage or the voltage is more than 10% under design voltage.
- F. Fractional horsepower fan motors (¼ hp, ½ hp, ¾ hp) shall be Greenheck “Vari-Green” series motors, DC electronic commutation type, specifically designed for fan applications. Motors shall be permanently lubricated with heavy duty ball bearings to match the fan load and pre-wired to the specific voltage and phase. Internal motor circuitry shall convert AC power supplied to the fan to DC power to operate the motor. Motor shall be controllable down to 20% of full speed (80% turndown). Speed shall be controlled by either a potentiometer dial mounted at the motor or by a 0-10 VDC signal. Motor shall be a minimum of 85% efficient at all speeds.
- G. Provide fan drives rated at 150% of motor horsepower. Drives shall be adjustable sheave type unless specified otherwise. Listed fan speeds are only approximate; select and/or change drives to operate at approximately midpoint of adjustable range after final balancing.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Provide all necessary sleeving, core drilling, carpentry, cutting and patching required for proper installation of material and equipment specified.
- B. No structural members shall be drilled, bored, or notched in a manner that will impair their structural capacity. No structural cutting or drilling shall be done without the approval of the Architect and DSA.
- C. All penetrations of concrete or masonry shall be made with core drills.

3.02 VERIFICATION OF EXISTING CONDITIONS AND DEMOLITION

- A. Prior to commencing the work of this Section, the Contractor shall inspect the installed work of other trades and verify that their work is sufficiently complete to permit the start of work under this Section, and that the completed work will be in complete accordance with the original design. In the event of discrepancy, immediately notify the Architect and proceed as directed.
- B. Before installation of any new work, verify the location, size and other conditions at all points of connection to services or other existing piping, and at all locations where new work will cross or pass near existing piping, electrical, or other facilities.
- C. Information shown relative to existing services is based upon available records and data during preparation of the Drawings but shall be verified. Make reasonable deviations found necessary to conform with actual locations and conditions, without extra charge.

- D. Remove piping, controls, fixtures, and equipment that is not to remain in service as shown on the Drawings or as required. This includes the removal of associated appurtenances and supports.
- E. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.
- F. Patch, cap, or repair existing works affected by this demolition in concealed spaces within 6" of a live main or branch.
- G. Deliver removed material to the Owner as directed by the Architect. Dispose of all other removed material offsite.

3.03 POLLUTANT CONTROL

- A. At the time of rough installation, or during storage on the construction site and until final startup of the heating and cooling equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheetmetal or other methods acceptable to the enforcing agency to reduce the amount of dust or debris which may collect in system.
- B. During construction, protect all filters upstream of air handling units with blankets of 2" fiberglass filter media or 2" disposable panel filters. UL Class 2 listed.
- C. Systems shall not be operated without properly installed filters. Filters used during construction shall be removed and replaced with new filters after construction is completed and the systems are ready for final acceptance by the owner.

3.04 EQUIPMENT

- A. Equipment shall operate quietly and without objectionable vibration. Such problems, other than from equipment operating at optimum conditions, shall be the Contractor's responsibility and shall be eliminated at the direction of the Architect.
- B. Install equipment to provide good appearance, easy access, and adequate space to allow replacement and maintenance. Provide bases, supports, anchor bolts, and other items required to achieve this. Installation shall be level, above moisture level, and adequately braced.
- C. Extend ¼" schedule 40 black steel lubrication pipes from hard-to-reach locations to front of equipment or to access doors. Terminate with proper lubrication fittings.
- D. Move equipment into building through available openings. Dismantle equipment where necessary to accomplish this. After reassembly, test equipment to verify its satisfactory operating condition.
- E. Thoroughly lubricate equipment before operating. Repair of damage resulting from failure to comply with this requirement shall be the Contractor's responsibility.
- F. Connections to piping shall be secured and properly aligned and all utility and control connections shall be properly isolated from the building structure by means of vibration isolators and flexible connections. Any equipment not meeting this requirement will be modified and properly reinstalled at no expense to the Owner.

3.05 ACCESS

- A. All items that require access, such as for operating, cleaning, servicing, maintenance, and calibration shall be easily and safely accessible by persons standing at floor level, or standing on permanent platforms, without the use of portable ladders. Examples of these items include but

are not limited to all types of valves, filters and strainers, transmitters and control devices. Prior to commencing installation work, refer conflicts between this requirement and contract Drawings to Architect for resolution.

3.06 MECHANICAL SERVICES

- A. Terminals and services weighing no more than 20 pounds, may be supported directly on the runners of a heavy-duty grid system but, in addition, they must have a minimum of (2) #12-gauge slack safety wires attached at diagonally opposite corners and anchored to the structure above.

3.07 CONCRETE EQUIPMENT BASES

- A. Concrete work that is part of the mechanical installations, as such is shown and/or detailed on the Drawings, shall conform to the requirements of the Concrete Section of these Specifications.
- B. Concrete bases: Anchor equipment to concrete base according to equipment details on mechanical and structural Drawings. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
- C. Bases shall be neatly finished, have rounded corners and smooth trowel finish.

3.08 PAINTING

- A. Properly prepare work to be painted per the requirements of Division 09, except preservative and special painting as described herein. Priming shall conform to Division 09 requirements and be of a material compatible with paint for finish painting.
- B. All equipment and materials shall be cleaned of grease, wax, oil, rust or dirt in preparation for finish painting. Any prime coated surfaces showing signs of rust before being finish painted shall be thoroughly cleaned and a new prime coat applied.
- C. Equipment in equipment rooms and like spaces, shall be furnished with a factory applied baked prime coat or at Contractor's option, a standard factory baked enamel finish in approved colors. Machinery such as fans, or motors shall be furnished with a factory applied baked on prime coat, or at the Contractor's option, a standard paint finish (air dried or baked enamel) in approved colors. Mechanical equipment in other locations shall be furnished with a factory applied baked prime coat, unless noted otherwise.
- D. Paint interior of ductwork at air outlets with one coat of flat black paint.
- E. Prime paint both sides of flashings prior to installation.
- F. Furnish can of touch up paint with each factory finished piece of equipment.
- G. Paint all piping in mechanical rooms. Color as selected by the Architect.
- H. Black steel piping exposed to the environment shall be painted with rust-inhibiting paint. Color as selected by Architect.

3.09 IDENTIFICATION OF SYSTEMS

- A. Nameplates
 - 1. Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
- B. Piping
 - 1. All piping shall be identified. Attach arrows at one or both ends of the marker to indicate flow direction

2. If the pipe being labeled contains multiple hazards, determine which has the greatest hazardous risk and label accordingly.
 3. 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:
 - a. Adjacent to all valves and flanges
 - b. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - c. At both sides of wall or floor penetrations.
 - d. Before and after all wall, floor and ceiling penetrations and inaccessible enclosures.
 - e. Adjacent to changes in direction.
 - f. At access doors, manholes, and similar access points that permit view of concealed piping.
 - g. Near major equipment items and other points of origination and termination.
 - h. Spaced at maximum intervals of 25 feet along each run. Reduce intervals in areas of congested piping and equipment.
 - i. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
 4. Pipe Label Color Schedule: (per ANSI A13.1 / ASME A13.1-2015)
 - a. Potable, Cooling, Boiler Feed and Other Water Piping:
 - 1) Background Color: Green.
 - 2) Letter Color: White.
 - b. Fire Quenching Fluids:
 - 1) Background Color: Red.
 - 2) Letter Color: White.
 - c. Toxic or Corrosive Fluids
 - 1) Background Color: Orange.
 - 2) Letter Color: Black
 - d. Flammable or Oxidizing Fluids:
 - 1) Background Color: Yellow.
 - 2) Letter Color: Black.
 - e. Combustible Fluids:
 - 1) Background Color: Brown.
 - 2) Letter Color: White
 - f. Compressed Air:
 - 1) Background Color: Blue.
 - 2) Letter Color: White.
- C. Valves
1. For identification and Owner's maintenance records, all valves shall be numbered and identified with clearly stamped 1 $\frac{1}{4}$ " diameter brass tags, in accordance with drawings and service performed.
 2. Control valves shall be also marked whether normally open (N.O.) or normally closed (N.S.).
- D. Equipment
1. All equipment shall be labeled with 1" high stencils showing identifying mark noted on drawings, and usage.
 2. Warning signs shall be placed on machines driven by electrical motors that are controlled by fully automatic starters, per California Code of Regulations, Title 8, Subchapter 7 - General Industry Safety Orders, Article 7, Section 3320.
- E. A typewritten schedule of all nameplates, stencils, and valve tags used, with identification, shall be framed and posted in mechanical rooms, at locations as directed.

3.10 SEISMIC FORCE RESISTANCE

- A. Equipment:
 - 1. Each piece of equipment installed under these sections shall be constructed and anchored to structural supports to resist a seismic force of 150% of the equipment's operating weight in any direction. Supports, anchors, and braces shown shall be minimum.
 - 2. Equipment manufacturer shall design, construct, and certify that his equipment satisfies the special minimum seismic resistance requirements and shall submit calculations or test results supporting his certification.
- B. Vibration
 - 1. All rotating mechanical equipment and associated piping and duct work shall be mounted by vibration isolators as required to minimize transmission of vibrations and noise to building structures or spaces.
 - 2. All rotating equipment shall be balanced both statically and dynamically.
 - 3. To minimize alignment problems, all motors over 5 hp must be designed to be solidly attached to a common base with the driven unit.
 - 4. In order to minimize vibration, solid sheaves and band belts shall be designed to be used in multiple V-belt driven equipment over 15 hp
- C. Isolation of Equipment
 - 1. Isolation shall be designed to be stable during starting and stopping of equipment without any transverse and eccentric movement of equipment that would damage or adversely affect operation of the equipment or appurtenances.
 - 2. Isolation shall be designed for the operating speed of the equipment.
 - 3. Isolators, including springs, exposed to the weather shall be hot dipped galvanized after fabrication. Hot dipped zinc coating shall comply with ASTM Method A-123 and shall not be less than 2 oz per square foot.
 - 4. Isolators shall be selected and located to produce uniform loading and deflection even when equipment weight is not evenly distributed.
 - 5. Isolation equipment includes neoprene pads, hanger spring and neoprene, travel limited floor spring and neoprene, inertia base, flexible duct connections, flexible pipe connections, thrust limits, grommets, and snubbers.
- D. Seismic Control and Restraint
 - 1. Brace or anchor mechanical equipment to resist horizontal forces acting in any direction using the latest editions of the CBC and ASCE.
 - 2. Seismic-restraint devices shall meet CBC seismic restraint requirements, shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPM number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Ductwork:
 - 1. All ductwork shall be supported in accordance with the recommendations and requirements of the SMACNA Duct Construction Standards, latest Edition, with the exception of strap hangers and trapeze hangers, which shall have bracing capable of resisting a seismic force equal to 100% of the weight of the duct system in any direction. (Seismic force shall be in addition to static loading.)
- F. Cable Bracing

1. Cables shall be pre-stretched galvanized 7x19 strand core aircraft cable, with no limit to their installed length. Cables meet the following specifications: MIL-DTL-83420M with Amendment 2, Type 1 non-jacketed cable.
2. Cables shall be installed slightly slack, so as not to support gravity loads.
3. Cable shall connect the braced item to a building structural element. Cable shall have a bracket at each end to make the connections. The cable assembly, with connection brackets, shall be Mason Industries "SCB" or "SCBH". Cable is held to end brackets with one or two bolts. Cable bolts shall be tightened to the torque values stated in the details or, in the case where break off nuts are provided, until the nut breaks off.
4. The Mason Industries "SCBH" component can be used for connection directly to the threaded vertical hanger rod used for supporting system gravity loads as detailed in Section D of OPM-0043-13.
5. The "SCB" bracket and cable (Ref. X1.0), "SCBH" bracket and cable (Ref. X1.1), and "UCC" rod stiffener clamp (Ref. X3.0) manufactured by Mason Industries, are included (with accompanying hardware) in the kit options provided in Section D of OPM-0043-13.

G. Piping:

1. Flexibility of piping systems must be maintained by using flexible devices at critical points at junctions of separate building structures. Braces or anchors shall be designed to damp oscillations or check excessive movement. Flexible devices for piping of gas shall be loops or offsets. Flexible devices for other piping may be loops, Victaulic grooved, or roustabout couplings.
2. Piping at tops and bottoms of risers are critical points where flexibility is required, as well as at changes in direction on long runs of piping 4" and larger. Tops of risers shall be restrained from motion in horizontal direction, and midpoints shall be anchored in all directions.

3.11 INSTALLATION - HANGERS AND SUPPORTS

- A. Pipe supports shall be spaced according to CMC 2019, Table 313.3 and sufficiently close to support pipes properly without formation of pockets. Hangers shall be installed at ends of mains and branches.
- B. Refrigerant piping shall be supported per CMC 1105.2 and 1109.6.
- C. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- D. No valve or piece of equipment shall be used to support piping.
- 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. Install lateral bracing with pipe hangers and supports to prevent swaying.
- G. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, 2-1/2 inches and larger 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.
- H. Metal Pipe-hanger Installation: Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- I. Metal Trapeze Pipe-Hanger Installation: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.

- J. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- L. Insulated Piping:
 - 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.
- M. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
- N. Ductwork
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
 - 2. 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 maximum intervals of 16 feet.
 - 3. 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.

3.12 PIPE WELDING

- A. All hot and chilled water, steam and steam condensate, compressed air and vacuum piping shall be installed, examined, inspected and tested in accordance with the requirements of ASME B31.9, Building Services Piping, current edition.
- B. Before any welding is performed, the contractor shall submit to the Architect, copies of any welding procedure specifications and their supporting procedure qualification records for review and acceptance. Copies of welder qualification records shall be made available for review to the owner or his representative at the construction site.
- C. Weld all pipe 2.5 inches and larger. Use the following procedure. All welders must be AWS certified. AWS B2.1 SMAW 6G Pipe Welding Procedure Specifications

Welding process: SMAW	Grove Angle: 60 degrees
Position: 6G Fixed position	Material/Spec: A 106
Weld Progression: Up	Thickness (pipe/tube): Groove (in) .280
Backing: No	Notes: Sch. 40 Pipe
Current/Polarity: DCEP	Filler Metal Class: E6010Rt/E7018F1
Root Opening: 1/16 to 1/8	Other Filler Metal Class: Rt. 1/8, 3/32 Filler
- D. Welded joints shall be beveled and butt-welded. Reductions of pipe shall be made with forged steel welding fittings. Branch reductions of two or more pipe sizes smaller than the main, may be Bonney "Weld-O-Let" fittings, or equal. Job fabricated reductions and branches shall not be used. All pipe burrs shall be reamed out. Welding rods shall be as follows, or approved equal:

<u>Pipe Size</u>	<u>Arc Welding</u>	<u>Gas Welding</u>
2" and larger	Fleetweld #5	Oxweld #1 or Page Hi-Test M
1½" and smaller	None	Oxweld #1 or Page Hi-Test M

3.13 INSTALLATION, PIPING

- A. Installation of piping shall be such that damage cannot result through thermal expansion or contraction, to piping, building, or pipe hangers and supports. Anchors shall be installed at

midpoints of all runs in main piping for the purpose of localizing pipe expansion or prevention of creepage.

- B. Rough in shall proceed as rapidly as general construction will permit. All rough-in shall be complete, at locations verified by Architect and Owner, and tested and inspected prior to installation of concrete, lath, plaster, gypsum wallboard, or other finishes.
- C. All piping shall be concealed in finished rooms, installed in furred walls and partitions. Where furred or suspended ceilings occur, piping shall be installed in the concealed space at points adjacent to beams and/or other structural members and coordinated with ductwork and equipment. Where exposed piping occurs, it shall be installed parallel to or at right angles to building walls, unless specifically shown otherwise on the Drawings.
- D. All pipe lines shall be installed free from traps and air pockets, true to line and grade, with suitable supports properly spaced. All piping shall be installed without undue stresses and with provision for expansion and contraction.
- E. All piping shall be new and free from foreign substances. American standard pipe threads shall be used for IPS threaded work. Joints in threaded piping shall be made up with Teflon tape applied to the male threads only. No screwed pipe joints shall be caulked or packed with rope or other packing materials. Pipe shall be free from tool marks, threads cut accurately with not more than two threads showing beyond fitting. Friction wrenches shall not be used with plated, polished, or soft metal piping. All changes in pipe size shall be made with reducing fitting. Bushings will not be permitted.
- F. Protect unattended openings in piping during construction.
- G. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- H. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- I. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- J. Install piping to permit valve servicing.
- K. Install piping free of sags and bends.
- L. Install fittings for changes in direction and branch connections.
- M. Install piping to allow application of insulation.
- N. Install escutcheons for penetrations of walls, ceilings, and floors according to the following. Use one-piece escutcheons wherever possible in new construction. Split-casting units acceptable for installation on existing piping systems.
- O. No valve or piece of equipment shall be used to support piping.
- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.
- Q. All copper tubing shall be formed in a workmanlike manner, in accordance with the Pipe and Tube Bending Handbook of the Copper and Brass Research Association. A tube bender giving support to the periphery of the tube shall be used. The tubing shall be protected against flattening or other injury.

- R. All copper connections and joints shall be made in accordance with the Copper Tube Handbook, Copper and Brass Research Association. No swaged connections will be permitted. All valves, pumps, and similar equipment shall be connected to copper piping through union or flange adapter fittings.
- S. Valves, cocks, etc., shall be installed to allow convenient accessibility and operation.
- T. Unions and flanges shall be installed to allow convenient replacement of all equipment and cleaning tubes.
- U. A union connection shall be installed downstream from all valves, at equipment connections and at other locations as required or directed.
- V. Shut off valves shall be provided in all main services, and where required to permit proper servicing of equipment. Valves of one type shall be of one manufacturer.
- W. All valves shall be of the same size as the pipelines in which they are installed, unless specifically sized on the Drawings. All hand-controlled line valves shall be ball valves, except where throttling control or frequent operation is required, in which case globe or angle valves shall be used. Globe valves in horizontal lines shall be installed with stem in horizontal to permit line draining. All globe and angle valves shall be installed to close against pressure. Disc valves shall have discs suitable for the services for which they are to be used.
- X. All valves shall be accessible and shall not be installed with the stems below the horizontal plane. Provide access panels at walls, ceilings, or floors.
- Y. Provide chrome plated escutcheon plates at all points where exposed piping penetrates finished wall ceilings or floors.
- Z. Cutting or boring of joists or other structural members shall be done only when alternative routing is impossible and only upon written approval of the Architect or Owner.

3.14 CLEANING OF PIPING

- A. All new piping shall be thoroughly cleaned of rust, scale, etc., prior to enclosing and placing in operation. Water shall be forced through pipes until the systems are free from foreign substances.

3.15 CLEANUP

- A. Upon completion of the work, remove all material, debris, and equipment associated with or used in the performance of this work.

END OF SECTION

SECTION 23 0593

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems
 - 2. Additional Tests
 - a. Duct leakage testing
 - b. Controls verification

1.03 SCOPE

- A. The T&B Agency will provide the following services:
 - 1. Provide all supervision, personnel, instruments, calibration equipment, and all other materials necessary to perform balancing and testing, and compile test data including calculations and services necessary for the heating, ventilating, and air conditioning systems for this project, all in accordance with the project Drawings and Specifications and as specified herein.
 - 2. The T&B Agency shall be responsible for inspecting, balancing, adjusting, testing, and logging the data of the performance of fans, all dampers in the duct systems, all air distribution devices or heat exchangers, and the flows of water through all coils.
 - 3. The T&B Agency shall balance, test, and adjust the systemic components to obtain optimum conditions in each conditioned space in the building. If construction deficiencies are encountered which preclude obtaining optimum conditions, the deficiencies will be recorded and given to the Owner's Representative. The T&B Agency is advised that deficiencies in the HVAC construction are often encountered during final T&B services and should include in the bid an amount deemed advisable to compensate for time in identifying the deficiencies.
- B. During construction, the T&B Contractor shall inspect the installation of pipe systems, sheet metal work, temperature controls, and other component parts of the HVAC systems. Inspections shall be conducted a minimum of three times. Typically, this is performed when 60% of the ductwork and piping are installed and again when 90% of the total system is installed and prior to insulation. A copy of the written report is to be issued to the Mechanical Engineer for review.

1.04 SUBMITTALS

- A. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit T&B strategies and step-by-step procedures.
- B. System Readiness Checklists: Within 30 days of Contractor's Notice to Proceed, submit system readiness checklists for use by systems installers in verifying system readiness for T&B.
Examination Report: Within 30 days of Contractor's Notice to Proceed, provide a summary report of the examination review required in Part 3 "Examination", if issues are discovered that may preclude the proper testing and balancing of the systems.

- C. Examination Report: Provide a summary report of the examination review if issues are discovered that may preclude the proper testing and balancing of the systems.
- D. Certified T&B reports: Within 30 days of completion of balancing work, submit AABC-certified T&B report.
 - 1. Submit one copy of the final T&B Report directly to the design professional of record. Provide three additional copies to the contractor.

1.05 QUALITY ASSURANCE

- A. T&B Contractor Qualifications:
 - 1. General Contractor will employ a T&B Agency that is certified by the Associated Air Balancing Council (AABC). The T&B Agency will have experience in the field of air system balancing, possess calibrated instruments, and employ qualified Supervisors and skilled Technicians to perform all required tests. The T&B Agency shall have a minimum of 10 years of experience in the Testing, Adjusting, and Balancing field.
- B. T&B technician shall perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified T&B reports.
 - 2. Certify that the T&B team complied with the approved T&B plan and the procedures specified and referenced in this Specification.
 - 3. Certify the T&B report
- C. T&B Conference: If requested by the Owner or Construction Manager after approval of the T&B Agency's submittals, meet to develop a mutual understanding of the details
 - 1. Agenda Items:
 - a. The examination report.
 - b. The Strategies and Procedures plan.
 - c. Systems readiness checklists.
 - d. Coordination and cooperation of trades and subcontractors.
 - e. Coordination of documentation and communication flow.
- D. Approved Test and Balance agencies in the area:

RS Analysis, Inc.
1035 Suncast Lane, Suite 130
El Dorado Hills, CA 95762
(916) 358-5672

National Air Balance Company, Inc.
4171 Business Center Drive
Fremont, CA 94538
(510) 623-7000

Raglen System Balance, Inc.
1121 University Terrace
Reno, NV 89502
(775) 747-0100

Pacific Test & Balance, Inc.
4771 Mangels Blvd.
Fairfield, CA 94534
(707) 696-2444

- E. T&B Report Forms: Use standard T&B contractor's forms.

- F. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in "AABC National Standards for Total Systems Balance."

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Provide T&B agency one complete set of contract documents, change orders, and approved submittals in digital and hard copy formats. Project Schedule and Mechanical Contractor's Shop Drawings and Temperature Control Drawings shall be provided as issued or received.
- B. Controls contractor shall provide required BAS hardware, software, personnel and assistance to T&B agency as required to balance the systems. Controls contractor shall also provide trending report to demonstrate that systems are complete.
- C. Coordinate meetings and assistance from suppliers and contractors as required by T&B agency.
- D. Provide additional valves, dampers, sheaves and belts to properly test and balance, which shall be installed by the Mechanical Contractor as directed by T&B agency, at no additional cost to owner.
- E. Mechanical Contractor shall install test holes where indicated by the T&B Agency. Test holes shall be complete with removable and replaceable plugs
- F. Flag all manual volume dampers with fluorescent or other high-visibility tape.
- G. Provide access to all dampers, valves, test ports, nameplates and other appurtenances as required by T&B agency.
- H. Replace or repair insulation as required by T&B agency.
- I. Have the HVAC systems at complete operational readiness for T&B to begin. As a minimum verify the following:
 - 1. Airside:
 - a. All ductwork is complete with all terminals installed.
 - b. All volume, smoke and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. All fans are operating, free of vibration, and rotating in correct direction.
 - e. VFD start-up is complete and all safeties are verified.
 - f. System readiness checklists are completed and returned to T&B agency.
- J. Promptly correct deficiencies identified during T&B.
- K. Maintain a construction schedule that allows the T&B agency to complete work prior to occupancy.
- L. Before testing or balancing is started, the Mechanical Contractor shall adjust belts and sheaves; align all parts; oil and grease bearings in accordance with manufacturer's instructions; clean exterior surfaces of coil tubes and fins; flush interior of coil tubes, pull until clean; and check mixing damper operation to insure free operation and activation by the correct thermostat
- M. The Mechanical Contractor shall be responsible for certifying in writing that the system, as scheduled for balancing, is operational and complete. Completeness shall include not only the physical installation, but the Mechanical Contractor's certification that the prime movers are installed in good working order, and that full load performance has been preliminary tested

under the certification of the Mechanical Contractor. Before any testing and balancing is started, a complete report shall be sent to the T&B Agency by the Mechanical Contractor.

- N. The Mechanical Contractor shall be responsible for making all modifications to rectify discrepancies reported by the T&B Contractor as indicating non-compliance with the Contract Documents. By completing the work on time, the Mechanical Contractor shall provide sufficient time before the completion date so that balancing can be accomplished.

3.02 EXAMINATION & REVIEW

- A. Review the Contractor shop drawing submittals for their effect on the test and balance process and overall performance of the HVAC system. Submit recommendations for enhancements or changes to the system.
- B. Review location and type of volume damper inlet conditions to air terminals, air valves, and HVAC equipment.
- C. Review location, type, and size of balancing valves, flow metering stations, and automatic control valves in the water flow station.
- D. Review location of pressure sensors in the air and water distribution system.
- E. Review automatic control systems as they affect the test and balance procedure.
- F. Review sheet metal and piping shop drawings to verify the installation of flow control devices.
- G. 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. Note the locations of devices that are not accessible for testing and balancing.
- H. Review the approved submittals for HVAC systems and equipment.
- I. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they are properly separated from adjacent areas.
- J. Review equipment performance data including fan and pump curves.
- K. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, clean permanent filters are installed, and controls are ready for operation.
- L. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected, configured by the Controls Contractor and functioning.
- M. Examine strainers to verify that Mechanical Contractor has replaced startup screens with permanent screens and that all strainers have been cleaned.
- N. Examine two-way valves for proper installation and function.
- O. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- P. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

3.03 PREPARATION

- A. Prepare a T&B plan that includes:
 1. Equipment and systems to be tested.
 2. Strategies and step-by-step procedures for balancing the systems.
 3. Instrumentation to be used.
 4. Sample forms with specific identification for all equipment.

- B. Prepare system-readiness checklists, as described in the *AABC National Standards for Total System Balance*, for use by contractors in verifying system readiness for T&B. These shall include, at a minimum:
 - 1. Airside:
 - a. All ductwork is complete with all terminals installed.
 - b. All volume, smoke and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. All fans are operating, free of vibration, and rotating in correct direction.
 - e. VFD start-up is complete and all safeties are verified.
 - f. Automatic temperature-control systems are operational.
 - g. Ceilings are installed.
 - h. Windows and doors are installed.
 - i. Suitable access to balancing devices and equipment is provided.

3.04 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" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for T&B procedures.
- 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.

3.05 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain approved submittals and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare single-line schematic diagram of systems for the purpose of identifying HVAC components.
- 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. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- F. Verify that motor starters are equipped with properly sized thermal protection.
- G. Check condensate drains for proper connections and functioning.
- H. Check for proper sealing of air-handling-unit components.

3.06 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. Set outside air, return air and relief air dampers for proper position that simulates minimum outdoor air conditions.
 - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.

- c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
- d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
2. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report any artificial loading of filters at the time static pressures are measured.
3. 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.
 1. Measure airflow of submain and branch ducts.
 2. Adjust sub-main and branch duct volume dampers for specified airflow.
Re-measure each sub-main and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 2. Measure airflow at all inlets and outlets.
 3. Adjust each inlet and outlet for specified airflow.
 4. Re-measure each inlet and outlet after all have been adjusted.
- D. Verify final system conditions.
 1. Re-measure and confirm minimum outdoor air, return and relief airflows are within design. Readjust to design if necessary.
 2. Re-measure and confirm total airflow is within design.
 3. Re-measure all final fan operating data, rpms, volts, amps, static profile.
 4. Mark all final settings.
 5. Test system in economizer mode. Verify proper operation and adjust, if necessary.
 6. Measure and record all operating data.
- E. Record final fan-performance data

3.07 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Adjust the variable-air-volume systems as follows:
 1. Verify that the system static pressure sensor is located 2/3 of the distance down the duct from the fan discharge.
 2. Verify that the system is under static pressure control.
 3. Select the terminal unit that is most critical to the supply-fan airflow. Measure inlet static pressure and adjust system static pressure control setpoint so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
 4. Calibrate and balance each terminal unit for maximum and minimum design airflow as follows

- a. Adjust controls so that terminal is calling for maximum airflow (note some controllers require starting with minimum airflow. Verify calibration procedure for specific project).
 - b. Measure airflow and adjust calibration factor as required for design maximum airflow. Record calibration factor.
 - c. When maximum airflow is correct, balance the air outlets downstream from terminal units.
 - d. Adjust controls so that terminal is calling for minimum airflow.
 - e. Measure airflow and adjust calibration factor as required for design minimum airflow. Record calibration factor. If no minimum calibration is available, note any deviation from design airflow.
 - f. When in full cooling or full heating, ensure that there is no mixing of hot deck and cold deck airstreams unless so designed.
 - g. On constant volume terminals, in critical areas where room pressure is to be maintained, verify that the airflow remains constant over the full range of full cooling to full heating. Note any deviation from design airflow or room pressure.
5. After all terminals have been calibrated and balanced, test and adjust system for total airflow. Adjust fans to deliver total design airflows within the maximum allowable fan speed listed by fan manufacturer.
- a. Set outside air, return air and relief air dampers for proper position that simulates minimum outdoor air conditions.
 - b. Set terminals for maximum airflow. If system design includes diversity, adjust terminals for maximum and minimum airflow so that connected total matches fan selection and simulates actual load in the building.
 - c. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - d. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - e. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
6. Measure fan static pressures as follows:
- a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report any artificial loading of filters at the time static pressures are measured.
7. Set final return and outside airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
- a. Balance the return-air ducts and inlets the same as described for constant-volume air systems.
 - b. Verify all terminal units are meeting design airflow under system maximum flow.
8. Re-measure the inlet static pressure at the most critical terminal unit and adjust the system static pressure setpoint to the most energy-efficient setpoint to maintain the optimum system static pressure. Record setpoint and give to controls contractor.
9. Verify final system conditions as follows:
- a. Re-measure and confirm minimum outdoor air, return and relief airflows are within design. Readjust to design if necessary.
 - b. Re-measure and confirm total airflow is within design.
 - c. Re-measure all final fan operating data, rpms, volts, amps, static profile.
 - d. Mark all final settings.
 - e. Test system in economizer mode. Verify proper operation and adjust, if necessary. Measure and record all operating data.

- f. Verify tracking between supply and return fans.

3.08 TOLERANCES

- A. Set HVAC system's air flow rates within the following tolerances:
 - a. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 - b. Air Outlets and Inlets: Plus or minus 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.09 FINAL TEST AND BALANCE REPORT

- A. The report shall be a complete record of the HVAC system performance, including conditions of operation, items outstanding, and any deviations found during the T&B process. The final report also provides a reference of actual operating conditions for the owner and/or operations personnel. All measurements and test results that appear in the reports must be made on site and dated by the AABC technicians or test and balance engineers.
- B. The report must be organized by systems and shall include the following information as a minimum:
 - 1. Title Page:
 - a. AABC certified company name
 - b. Company address
 - c. Company telephone number
 - d. Project identification number
 - e. Location
 - f. Project Architect
 - g. Project Engineer
 - h. Project Contractor
 - i. Project number
 - j. Date of report
 - k. AABC Certification Statement
 - l. Name, signature, and certification number of AABC TBE
 - 2. Table of Contents.
 - 3. AABC National Performance Guaranty.
 - 4. Report Summary:
 - a. The summary shall include a list of items that do not meet design tolerances, with information that may be considered in resolving deficiencies.
 - 5. Instrument List:
 - a. Type.
 - b. Manufacturer.
 - c. Model.
 - d. Serial Number.
 - e. Calibration Date.
 - 6. T&B Data:
 - a. Provide test data for specific systems and equipment as required by the most recent edition of the "AABC National Standards."
 - 7. Print or sketch, reduced in size, showing all supply, return and exhaust air outlets for easy reference to report data.
- C. One copy of the final test and balance report shall be sent directly to the Mechanical Engineer of record. Provide five additional copies to the contractor.

- D. An approved copy of the balancing report shall be included in the maintenance manual submittal.

3.10 ADDITIONAL TESTS

A. Duct Leakage Test

1. All ductwork shall be tested for leaks, using necessary instruments before insulating any ductwork. Conduct test as follows and as recommended in SMACNA Balancing Manual.
 - a. Seal all openings in duct section and plenum to be tested.
 - b. Connect test apparatus to test section of cuts, using a flexible duct connection or hose (fitting provided by Mechanical Contractor).
 - c. Close damper on blower suction side, to prevent excessive build-up of pressure.
 - d. Start blower and gradually open damper on suction side of blower.
 - e. Determine amount of air leakage and make repairs as required.
 - f. Leakage factor allowable shall be 5% based on the total operating cfm of the section of duct under testing.
 - g. Tested sections of ductwork shall be visually marked with certification sticker and initials of field test inspector. Tests shall be made before duct sections are concealed.
2. Witness the duct pressure testing performed by the mechanical/installing contractor.
3. Verify that proper test methods are used and that leakage rates are within specified tolerances.
4. Report any deficiencies observed.

B. Controls Verification

1. In conjunction with system balancing perform the following:
 - a. Work with the temperature control contractor to ensure the system is operating within the design limitations and gain a mutual understanding of intended control performance.
 - b. Verify the integrity of valves and dampers in terms of tightness of close-off and full-open position. This includes dampers in multi-zone units.
 - c. Check that all valves are properly installed in the piping system in relation to direction of flow and location.
 - d. Verify the proper application of all normally open and normally closed valves.
 - e. Check the locations of all thermostats and humidistats for potential erratic operation from outside influences such as sunlight, drafts or cold walls.
 - f. Check the locations of all sensors to determine whether their position will allow them to sense only the intended temperatures, humidities, or pressures. Controls Contractor will relocate as deemed necessary by the TAB Agency.
 - g. Check the sequence of operation for any control mode is in accordance with approved shop drawings. Verify that only minimum simultaneous heating and cooling occurs. Observe that heating cannot take place until the cooling zone of valve is completely closed.
 - h. Verify that all controller set points meet the design intent.
 - i. Verify the operation of all interlock systems.
 - j. Verify that controllers are calibrated and function as intended.
 - k. Verify that controller setpoints are as specified.
 - l. Verify the operation of lockout or interlock systems.
 - m. Verify the operation of all valve and damper actuators.
 - n. Verify that all controlled devices are properly installed and connected to the correct controller.
 - o. Verify that all controlled devices travel freely and are in the position indicated by the controller: open, closed, or modulating.
 - p. Perform all system verification to assure the safety of the system and its components.

2. Reporting
 - a. The report shall include a summary of verifications performed, remaining deficiencies, and any variations from specified conditions.
3. A systematic check of the above requirements shall be included in the final TAB report.

3.11 FINAL ACCEPTANCE

- A. At the time of final inspection, the T&B Agency shall recheck, in the presence of the Owner's Representative, specific and random selections of data, i.e. water and air quantities, recorded in the Certified Report.
- B. Points and areas for recheck shall be selected by the Owner's Representative.
- C. Measurement and test procedures shall be the same as approved for work forming basis of Certified Report.
- D. Selections for recheck, specific plus random, will not normally exceed 25% of the total number tabulated in the report, except that special air systems may require a complete recheck for safety reasons.
- E. If random tests elicit a measured flow deviation of 10% or more from that recorded in the Certified Report listings, by 10% or more of the selected recheck stations, the report shall be automatically rejected. In the event the report is rejected, all systems shall be readjusted and tested, new data recorded, new Certified Report submitted, and new inspection tests made, all at no additional cost to the Owner.
- F. Following final acceptance of the Certified Report by the Owner's Representative the settings of all valves, splitters, dampers, and other adjustment devices shall be permanently marked by the T&B Agency, so that adjustment can be restored if disturbed at any time. Devices shall not be marked until after final acceptance.

END OF SECTION

SECTION 23 0900

DIRECT DIGITAL CONTROLS FOR HVAC

PART 1 GENERAL

1.01 INCLUSION OF GENERAL CONDITIONS AND GENERAL REQUIREMENTS

- A. The Bidding Requirements, Contract Forms, General Conditions, Supplemental General Conditions, Division 01 - General Requirements are a part of this Section and the Contract for this work and apply to this Section as fully as if repeated herein.

1.02 DESCRIPTION

- A. The school has an existing Alerton "Ascent" DDC system already in place. The intent of these Specifications is to connect the new mechanical equipment as shown on the Drawings to the existing DDC.

1.03 APPROVED MANUFACTURERS

- A. Approved Control Manufacturers:
 - 1. Alerton "Ascent Compass"; no substitution - Contact Syserco for further bid coordination.

1.04 WORK INCLUDED

- A. Furnish a totally native BACnet-based system, including software for a Microsoft Windows Professional operator's terminal, based on a distributed logic control system in accordance with this Specification. The operator's terminal, all global controllers, logic controllers, and all input/output devices shall communicate using the protocols and local area network (LAN) standards as defined by ANSI/ASHRAE™ Standard 135-2016, BACnet. In other words, all workstations and controllers, including unitary controllers, shall be native BACnet devices. No gateways shall be used. Items of work included are as follows:
 - 1. Provide all necessary BACnet-compliant hardware and software to meet the system's functional specifications. Provide Protocol Implementation Conformance Statement (PICS) for every controller in system, including unitary controllers. All direct digital logic hardware is to comply with BACnet.
 - 2. Prepare individual hardware layouts, interconnection drawings, and software configuration from project design data.
 - 3. Implement the detailed design for all system-standard analog and binary objects, distributed control and system databases, graphic displays, logs, and management reports based on control descriptions, logic drawings, configuration data, and bid documents.
 - 4. Design, provide, and install all equipment cabinets, panels, data communication network cables needed, and all associated hardware.
 - 5. Provide and install all interconnecting cables between supplied cabinets, logic controllers, and input/output devices.
 - 6. Provide and install all interconnecting cables between all operator's terminals and peripheral devices (such as printers, etc.) supplied under this section.
 - 7. Provide complete manufacturer's specifications for all items that are supplied. Include vendor name of every item supplied.
 - 8. Provide supervisory specialists and technicians at the job site to assist in all phases of system installation, startup, and commissioning.
 - 9. Provide a comprehensive operator and technician training program with a minimum of 24 hours at control company training center.

10. Provide as-built documentation, operator's terminal software, diagrams, and all other associated project operational documentation (such as technical manuals) on approved media, the sum total of which accurately represents the final system.
11. Provide new sensors, valves, and damper actuators. No used components shall be used as any part or piece of installed system.

1.05 SYSTEM DESCRIPTION

A. General Requirements

1. A distributed logic control system, complete with Direct Digital Control (DDC) and Direct Analog Control (DAC) software shall be provided. System shall be totally based on ANSI/ASHRAE Standard 135-2001, BACnet.
2. The entire processing system shall be in complete compliance with the BACnet standard: ANSI/ASHRAE 135-2001. The system shall use BACnet protocols and LAN types throughout and exclusively. Non-BACnet-compliant or proprietary equipment or systems (including gateways) shall not be acceptable and are specifically prohibited.
3. All logic controllers for controlled equipment and Microsoft Windows-based operator's terminals shall communicate and share data utilizing only BACnet communication protocols.
4. All logic controllers shall be fully programmable. That is, programmable controllers for any piece of controlled equipment shall be provided.
5. The Controls Contractor shall assume complete responsibility for the entire controls system as a single source. The Contractor shall certify that there are factory-trained technical personnel on staff, under direct employ, on a daily basis. These employees shall be qualified to engineer, program, debug, and service all portions of the BACnet based logic control system. This shall include operator's terminal, global controllers, routers, terminal unit controllers, sensors, and all other sections of the system.

B. Basic System Features

1. Zone-by-zone direct digital logic control of space temperature, scheduling, optimum start, equipment alarm reporting, and override timers for after-hours usage. A zone is the area served by one AC logic controller unit.
2. Operator's terminal software shall be Microsoft Windows XP Professional based. The Energy Management and Control System (EMCS) application program shall be written to communicate specifically utilizing BACnet protocols. Software shall be multi-tasking, capable of executing and displaying multiple instances in individual windows while running concurrently with other Windows programs such as word processors or database programs. Software shall support Windows Dynamic Data Exchange (DDE) interface. Software shall strictly follow Microsoft Windows API guidelines. Systems using proprietary software or operating systems other than that described above are strictly prohibited. Operation of the terminal software shall be simple and intuitive.
3. Operator's terminal software shall contain an easy-to-operate system allowing configuration of system-wide BACnet controllers, including management and display of the controller programming. This system shall provide the capability to configure controller binary and analog inputs/outputs.
4. Operator's terminal operating system shall be capable of utilizing third-party Windows-based programs for such things as spreadsheet analysis, graphing, charting, custom report generation, and graphics design packages. Graphics generation shall be done using standard Windows packages. No proprietary graphics generation software shall be needed.
5. Complete energy management firmware, including self-adjusting optimum start, demand limiting, global control strategies, and logging routines for use with total control systems, shall be supplied. All energy management firmware shall be resident in field hardware,

- shall be easily updateable through software downloads as provided by the manufacturer, and shall not be dependent on the operator's terminal for operation. Operator's terminal software is to be used for access to field-based energy management control firmware only.
6. Priority password security systems shall prevent unauthorized use. Each user shall have an individual password. The user shall only be given access to the system functions required for individual job performance.
 7. Equipment monitoring and alarm functions, including information for diagnosing equipment problems, shall be included with the system.
 8. The complete system, including but not limited to terminal unit controllers, global controllers and operator's terminals, shall auto-restart, without operator intervention, on resumption of power after a power failure. Database stored in global controller memory shall be battery-backed up for a minimum of 1 year. Logic controllers for all air handlers and all unitary equipment shall utilize EEPROM for all variable data storage. Batteries on unitary controllers shall not be allowed.
 9. System design shall be modular and have proven reliability.
 10. All software and/or firmware interface equipment for connection to remote monitoring station from field hardware or the operator's terminal shall be provided.

1.06 SUBMITTALS

- A. All submittals shall be submitted under the provisions of Section 01 33 00.
- B. Product Data:
 1. Submit Detailed Bill of Material list for each panel, identifying quantity, part number, description, and associated options.
 2. Cataloged cut sheets of all equipment used. This includes, but is not limited to, the following: DDC panels, peripherals, sensors, actuators, dampers, control air system components, and so forth.
 3. Control Valve Schedules. This spreadsheet type schedule shall include a separate line for each valve and a column for each of the valve attributes, including: code number, configuration, fail position, pipe size, valve size, body configuration, close off pressure, capacity, valve CV, calculated CV, design pressure, actual pressure, and actuator type.
 4. Range and scale information for all transmitters and sensors. This sheet shall clearly indicate one device and any applicable options. Where more than one device to be used is on a single sheet, submit two sheets, individually marked.
 5. Hardware data sheets for all operator workstations, local access panels, and portable operator terminals.
 6. Software manuals for all applications programs to be provided as a part of the operator workstations, portable operator terminals, programming devices, and so forth for evaluation for compliance with the performance requirements of this Specification
- C. Shop Drawings:
 1. Prepare shop drawings of temperature controls and air conditioning unit controls and include the following information. Any work installed without prior shop drawing approval shall be removed at the Contractors expense.
 2. Each submittal shall include the following information:
 - a. FMS riser diagram showing all DDC controllers, operator workstations, network repeaters, and network wiring.
 - b. One-line schematics and system flow diagrams showing the location of all control devices.
 - c. Points list for each DDC controller, including: tag, point type, system name, object name, expanded ID, display units, controller type, address, cable destination, module type, terminal ID, panel, slot number, reference drawing, and cable number.

- d. Vendor's own written description for each sequence of operations, to include the following:
 - 1) Sequences shall reference input/output and software parameters by name and description.
 - 2) The sequences of operations provided in the submittal by the FMS Contractor shall represent the detailed analysis needed to create actual programming code from the design documents.
 - 3) Points shall be referenced by name, including all software points such as programmable setpoints, range limits, time delays, and so forth.
 - 4) The sequence of operations shall cover normal operation and operation under the various alarm conditions applicable to that system.
 - e. User interface functional outline. The outline shall include each display screen to be provided, data to be displayed, and links to other screens. The outline level hierarchy shall be:
 - 1) Site
 - 2) Building
 - 3) Floor
 - 4) System
- D. Training Course Outlines:
1. Submit training course outlines for each four-hour session. Refer to Section 01 7900 - Demonstration and Training for other training requirements.
- E. O&M Manuals:
1. Submit three sets of each manual. Refer to Section 01 77 00 - Contract Closeout for other Operation and Maintenance Data requirements.
 2. Include the following documentation in the DDC Software Manual:
 - a. Sequence of Operations
 - b. Program listing of software source code or flow chart diagrams of programming objects.
 - c. Printed listing of controller and operator workstation database files.
 - d. Software point name abbreviation list. Include name, description, controller where located, point type and point ID.
 - e. I/O point list. Include point name, controller location, point number, control device, range and span.
 - f. Printouts of all reports, group listings and alarm messages.
 - g. Index of all DDC point names with documentation manual page number references.
 3. Include the following documentation in the Hardware Manual:
 - a. General description and cut sheets for all components.
 - b. Detailed wiring and installation illustrations and complete calibration procedures for each field and panel device.
 - c. Complete trouble-shooting procedures and guidelines.
 - d. Complete operating instructions for all systems.
 - e. Maintenance instructions: Document all maintenance and repair/replacement procedures.
 4. Provide three copies of all manufacturers manuals covering the installed system. This shall include, as a minimum:
 - a. System Engineering Manual
 - b. System Installation Manual
 - c. Programming Manual
 - d. Engineering and Troubleshooting Bulletins
 - e. Operator Workstation Software Manual

- f. All other pertinent manuals published by the control system manufacturer.
- F. Record Drawings: Refer to Section 01 77 00 for project record document requirements.
- G. Warranty: Refer to Section 01 78 36 - Warranties for additional warranty requirements.
 - 1. Material: The Control System shall be free from defects in material and workmanship under normal use and service. If within thirty six (36) months from the date of manufacture any of the equipment herein described is defective in operation, workmanship or materials, it will be replaced, repaired or adjusted at the option of the FMS Contractor free of charge.
 - 2. Installation: The Control System shall be free from defects in installation workmanship for a period of one year from acceptance. The FMS Contractor shall, free of charge, correct any defects in workmanship within one week of notification in writing by the Owner.
- H. Drawings shall be submitted in the following standard sizes: 11" x 17" (ANSI B).

PART 2 PRODUCTS

2.01 TERMINAL UNIT CONTROLLERS

- A. Terminal unit controllers shall be BACnet class 3 devices.
- B. Provide (1) native BACnet logic controller for each controlled device. All controllers shall interface to global controller via MS/TP LAN using BACnet protocol. No gateways shall be used. Controllers shall include input, output, and self-contained logic program as needed for complete control of unit.
- C. Visual logic controllers shall include universal inputs with 10-bit resolution and that can accept 3K and 10K thermistors, 0-5 VDC, 4-20 mA, and dry contact signals. Any input on controller may be either analog or digital. Controller shall also include support and modifiable programming for interface to intelligent room sensor. Controller shall include binary outputs on board.
- D. Each EMS controller shall have a "hand-off-auto" switch associated with each Digital Output (DO) and shall have a "hand-off-auto" switch and associated potentiometer associated with each Analog Output (AO). This will allow each output (digital or analog) to be manually operated through the entire intended range of operation.
- E. Each EMS controller shall be mounted in an accessible location, below ceiling level, and outside of classroom areas. This will allow service access without ladders and without disturbing occupied classrooms.
- F. All program sequences shall be stored on board logic controller in EEPROM. No batteries shall be needed to retain logic program. All program sequences shall be executed by controller 10 times per second and shall be capable of multiple PID loops for control of multiple devices.
- G. Programming of logic controller shall be completely modifiable in the field over installed BACnet LANs or remotely via modem interface. Operator shall program logic sequences by graphically moving function blocks on screen and tying blocks together on screen. Logic controller shall be programmed using programming tools as described in operator terminal section.
- H. Logic controller shall include support for intelligent field sensor. Display on field sensor shall be programmable at logic controller and include an operating mode and a field service mode. All button functions and display data shall be programmable to show specific controller data in each mode based on which button is pressed on the sensor. See sequence of operation for specific display requirements at intelligent field sensor.

2.02 PARTS EQUIPMENT LIST (DISTRICT STANDARD)

- A. Alerton Ascent control module; (2) visual logic programmable controllers, models VLC-853 and VLC-550; Microset 4 room controller with integral CO2 sensor.
- B. ACI 6" duct temperature sensor, model TS-2006-FB-10-AA; steel wall plate temperature sensor, model TS-1101-WA-10-AA
- C. Contemporary Controls 5-port ethernet switch, model EIBA5-T
- D. Dwyer differential pressure sensor, model MS2-W101
- E. IDEC DPDT socket relay, model RJ2S-CL-A24
- F. Functional Devices 100VA power supply w/120 VAC outlet, model PSH100AWB10
- G. Hoffman NEMA 1 enclosure 12x12x4, model ASE12X12X4; NEMA 1 enclosure 24x20x6, model A24N20ALP; NEMA-3R enclosure 12x12x4, model A12R124
- H. Sycom 120VAC surge suppressor, model SYC-120HW
- I. Veris current switch with adjustable trip point, model H608; Victory SPDT R.I.B., model V120; 100VA transformer, 120VAC to 24VAC, model X100CAA; and 100VA transformer, multi-tap, model X100CHB

END OF SECTION

SECTION 26 0500
BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to provide and install the Electrical Work as shown on the drawings and as specified hereinafter, including, but not limited to the following:
 - 1. Electrical provisions as outlined on the drawings, including temporary power for construction.
 - 2. Branch panels, transformers, circuit breakers, and feeders.
 - 3. Branch circuit wiring, wiring devices and connections to all equipment requiring electrical service.
 - 4. Mechanical equipment power connections, and motor starters where noted.
 - 5. All required incidental work, such as roof flashing, electrical testing, title 24 acceptance testing, and temporary power.
 - 6. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the the drawings.
 - 7. It is the intent of the drawings and specifications that systems be complete and, except as otherwise noted, be ready for operation.

1.02 RELATED WORK

- A. Division 1 - General Requirements
- B. Division 9 - Finishes
- C. Division 23 - Mechanical

1.03 INCORPORATED DOCUMENTS

- A. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.
- B. Published specifications, standard tests or recommended methods of trade, industry or government organizations apply to work of this Section where cited by abbreviations noted below, unless modified herein.
 - 1. 2019 California Code of Regulations.
 - 2. 2019 California Building Standards Administrative Code, Part 1, Title 24, C.C.R.
 - 3. 2019 California Building Code (CBC), Part 2, Title 24, C.C.R. (Based on 2018 International Building Code with 2016 California Amendments).
 - 4. 2019 California Electrical Code (CEC), Part 3, Title 24, C.C.R. (Based on 2017 National Electrical Code with 2019 California Amendments).
 - 5. American Society of Civil Engineers 7-10 (ASCE/SEI), Minimum Design Loads for Buildings and Other Structures.
 - 6. Underwriters' Laboratories, Inc. (UL).
 - 7. Local Utility Company regulations.
- C. All State and Municipal Codes and Ordinances.

1.04 CONDITIONS AT SITE:

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.05 QUALITY ASSURANCE

A. Conformance:

1. All work shall conform to the applicable requirements of Article 1.03 above.
2. The Contractor shall notify the Architect, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.

B. Coordination:

1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the installation of the electrical work to conform with the existing conditions and that shown and specified so as to provide the best possible assembly of the combined work of all trades.
2. The Contractor shall work out in advance all "tight" conditions, involving all trades and if found necessary, supplementary drawings shall be prepared by this Contractor, for the Architect's approval, before work proceeds in these areas. No additional costs will be considered for work, which must be relocated due to conflicts with the work of other trades.
3. The Contractor shall coordinate and verify all backbox, device, lighting fixture, or equipment mounting requirements with the devices or equipment to be installed, prior to rough in.

1.06 SUBMITTALS

A. Product Data:

1. Comply with the provisions of Section 01 33 00 - Submittals.
2. Within 15 days after award of the Contract, submit:
 - a. Complete electrical systems material list of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all devices, raceways, fixtures, equipment, and related products to be used for the Division 26 work.
 - b. Manufacturers' specifications and other data required demonstrating compliance with the specified requirements.
 - c. Manufacturers' recommended installation procedures which, when approved by the Architect, shall become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
3. Shop Drawings: Furnish shop drawings and/or equipment cuts for the following:
 - a. Panel boards and transformers. Panel board submittals shall include diagrams of the circuit breaker arrangements in the panels. Arrange circuit breakers in panels exactly as shown on the panel schedules in the construction documents.
 - b. Disconnect switches
 - c. Arc flash, Short Circuit, and Protective Device Coordination Study.
 - d. Mechanical equipment. The Electrical Contractor shall review the Mechanical Submittals, and verify the voltage, wire size and overcurrent protection required. Also provide the Electrical Engineer with a copy of the submittals for their review.
4. Test Reports:
 - a. Factory Tests: As specified for specific equipment.
 - b. Field Tests: Performance tests as specified for specific equipment.
 - c. Megger Tests: As specified under TESTING.
 - d. When series rated circuit breakers are used, provide a letter from the manufacturer of the equipment confirming that U.L. series rating exists for all protective devices. State

- the available fault current from the Utility Company and indicate that the overcurrent devices exceed the available fault current at the respective point of protection.
- e. Special Seismic Certification documentation as per CBC Section 1616A and ASCE/SEI 7-10 requirements for all equipment defined as 'critical' with an importance factor of 1.5 in Paragraph 1.10.M.3 of this Section.
 - f. Manufacturer's Seismic Certification or Project-Specific Design of Supports and Attachments for all other equipment and fixtures as per CBC Section 1616A and ASCE/SEI 7-10 requirements.
5. Maintenance and Operating Manuals:
- a. Systems Description: Description of operating procedures.
 - b. Controls: Diagrams and description of operation of each system.
 - c. Equipment: Manufacturer's brochures, ratings, certified shop drawings, maintenance data, and parts lists with part numbers. Mark each sheet with equipment identification number and actual installed condition.
 - d. Materials and Accessories: Manufacturer's brochures, parts lists with part numbers, and maintenance data where applicable. Mark each sheet with identification number of system and location of installation.
 - e. The Maintenance and Operation Manual shall be presented in a three ring binder that has tabbed sections as stated below. Provide all information in each section as stated below.
 - 1) 26 2400:
 - (a) Insert the approved submittals for the panelboards and for transformers if specified herein and/or indicated on the drawings.
 - (b) Provide the names, addresses and telephone numbers of the manufacturer and the two closest manufacturer's representatives of the equipment.
 - 2) For all other systems specified herein and/or indicated on the drawings:
 - (a) Insert the approved submittals for each system.
 - (b) Insert all operating instructions for each system.
 - (c) Provide the names, address and telephone number of the manufacturer and the closest manufacturer's representative for each system.
 - (d) Include the manufacturer's recommended maintenance of each system.
 - 3) 26 0800:
 - (a) Insert all systems testing results.
6. Record Documents: "As-builts": As specified under Paragraph 3.2 of this Section.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all trades.
- B. Delivery and Storage: Deliver all materials to the job site in their original containers with all labels intact and legible at time of use. Store in strict accordance with approved manufacturers' recommendations.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
- D. This Contractor shall personally, or through an authorized representative, check all materials upon receipt at jobsite for conformance with approved shop drawings and/or plans and specifications.

1.08 SCHEDULING/SEQUENCING

- A. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the

construction schedule, together with any special handling charges, shall be borne by this Contractor.

- B. The Contractor shall coordinate production and delivery schedule for all Owner-supplied equipment with the equipment suppliers to ensure that all Owner-supplied equipment is delivered to site in coordination with the construction schedule and in such a manner as to cause no delays in completion of the Contract as scheduled.

1.09 REQUIREMENTS

- A. The contract drawings indicate the extent and general arrangements of the conduit wiring systems, etc. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as practicable, and within thirty-five (35) days after award of the electrical contract.
- B. Unless material list and data is received as a complete and all-inclusive submittal within the stipulated time all items shall be provided as specified, with no deviations permitted.
- C. Any and all additional costs incurred by the substitution of electrical material or equipment, or installation thereof, whether architectural, structural, plumbing, mechanical or electrical, shall be borne by the Contractor under this Section.
- D. Burden of proof of equality of any substitution for a specified product is the responsibility of this Contractor.
- E. Where required by Architect to ascertain equality of substitute product, Contractor may be requested to provide the specified item and the submitted substitution for comparison, at no additional cost to the Owner.

1.10 SEISMIC CERTIFICATION AND INSTALLATION OF EQUIPMENT

- A. See Architectural and Structural Drawings and Specifications for description of Occupancy Group and Seismic Design Category applicable to this project.
- B. Provide Special Seismic Certification per CBC Section 1616A and ASCE/SEI 7-10 for all equipment and components defined as critical with an importance factor 1.5 in Paragraph 1.10.M.3 of this Section.
- C. Special Seismic Certification shall require either certification through approved analytical method or approved shake table testing in accordance with Section 13.2.5 of ASCE/SEI 7-10 or experience data in accordance with Section 13.2.6 of ASCE/SEI 7-10.
- D. Manufacturer's Seismic Certification or Project-Specific Design of Supports and Attachments for all other equipment and fixtures as per CBC Section 1616A and ASCE/SEI 7-10 requirements.
- E. Provide seismic restraints per applicable code and as specified or indicated. Design restraints to prevent permanent displacement in any direction caused by lateral motion, overturning, or uplift.
- F. Rigidly Supported Equipment, Conduits, and Raceways.
- G. Components supported by chains or simply suspended from above are not required to meet lateral seismic force requirements and seismic relative displacement requirements provided that they cannot be damaged or cannot damage any other component when subject to seismic motion. They must have ductile or articulating connections to the structure at the point of attachment.
- H. The attachment of additional external items is not permitted unless such items have either been provided by the Manufacturer, or analysis shows that their effects are supported by design.
- I. Conduit and their connections shall be constructed of ductile materials unless otherwise approved by the Architect. Conduits and their connections constructed of non-ductile

materials (e.g., cast iron, no-hub pipe and plastic) shall have brace lengths reduced to one-half that allowed for ductile material.

1. All trapeze assemblies supporting conduit shall be braced to resist CBC design forces considering the total weight of the elements on the trapeze.
 2. Seismic restraint spacing shall be in accordance with hanger spacing.
- J. Independent Supports: An independent means of secure support shall be provided for all wiring methods in non-fire-rated assemblies. Where independent support wires are used, they shall be distinguishable by color, tagging, or other effective means.

1.11 DESCRIPTION OF DEMOLITION AND REPLACEMENT WORK

- A. This project includes the demolition and replacement, modification, or enhancement of existing facilities. As such, the project scope for this contractor shall include all associated electrical upgrades and demolition/removal work at the existing buildings(s) and/or site. The intent is that all systems will be complete and functional at the completion of this contract and that all old systems, equipment, feeders, circuits, wiring, and related devices (no longer used) be completely and neatly removed. Where discrepancies between the drawings and existing conditions are noted, the Architect or Owner shall be notified immediately for resolution.
- B. As with every renovation project, the electrical work will include (and require) exploration and other field work on a daily basis to complete the new designed equipment and connections within the constraints of the existing building and existing site conditions.
- C. The contractor shall include as part of the base bid, sufficient labor hours to provide such exploration and field work throughout the duration of the project. Change orders for miscellaneous coordination of existing conditions will not be approved unless specific and latent conditions are uncovered that warrant such additional compensation or require additional work not shown on the drawings or included in the specifications, or implied by the designed conditions.
- D. New raceways and wiring to new and renovated equipment are to be installed unless otherwise noted. Where raceways are installed in accessible concealed locations (i.e. unfinished spaces or electrical / mechanical / attic spaces), EMT with wire shall be used. Where new wiring is required to be routed through existing walls and ceilings that cannot readily be accessible for new conduit, MC cable or flex conduit and wiring may be installed, fished through and secured in each space as required by Code. Non-metallic sheathed cable shall not be utilized on this project.
- E. All new raceways shall be installed concealed and all new equipment installed flush, unless otherwise noted on the drawings or in these specifications.

1.12 GUARANTEE

- A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.

1.13 PERMITS AND INSPECTIONS

- A. This Contractor shall arrange for and obtain all required permits and inspections.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

1.14 IDENTIFICATION

- A. Branch panels and feeder circuit breakers therein, disconnect switches, transformers, motor disconnect switches and other apparatus used for the operation of, or control of circuits, appliances or equipment, shall be properly identified by means of engraved laminated plastic descriptive nameplates mounted on apparatus using stainless steel screws. Nameplates shall have white letters with black background and be submitted to the Architect for approval. Cardholders in any form are not acceptable.
- B. Provide p-touch style labeling of circuit designations for all receptacles on the project.
- C. Each branch circuit of panel boards to have a permanently fixed number with load directory, mounted under celluloid on inside of cabinet door, showing circuit numbers and typewritten description of equipment supplied by breakers. Where changes are made to existing panelboards, newly typewritten circuit directories shall be prepared to replace existing directories.
- D. Provide label on all motors: "Caution. Automatic equipment. May start at any time."
- E. Provide silk-screened or engraved identification labels on all switch box covers identifying specific loads that are not readily apparent to the user, including electroshades, projection screens, exhaust fans, audio-visual controls, etc.. Submit proposed labels to Architect for approval prior to manufacture of labels.
- F. Provide identification of all pull boxes, junction boxes, and conduit stub-ups on the project as outlined below:
 - 1. For Power Feeders:
 - a. Stencil cover with identifying circuit number.
 - b. Lettering 1" high.
 - c. Color of lettering black.
 - d. Place lettering on cover in neat manner; run parallel to long sides of box.
 - 2. For branch circuits, grounding, communication, signal, and control systems boxes and blank conduit stub-outs:
 - a. Paint inside back of each j-box, front of each cover, and ends of each blank conduit stub-out with identifying system color as listed below:

1)	277/480-volt	Orange
2)	120/208-volt	Blue
3)	Ground system	Green

PART 2 - PRODUCTS

2.01 GENERAL

- A. Refer to applicable Division 26 Sections for complete products specifications.

2.02 MATERIALS

- A. Materials of the same type or classification, used for the same purpose, shall be the product of the same manufacturer.

2.03 ACCEPTABLE MANUFACTURERS

- A. Materials shall be of make mentioned elsewhere in this specification. All materials shall be the best of their several kinds, perfectly new and approved by the Underwriters' Laboratories.
- B. Where material, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, style and utility and shall be the basis of the bid. Materials so specified shall be furnished under the contract unless changed by written approval of the Architect. Where two or more designations are listed, choice shall be optional with this Contractor, but this Contractor must submit his choice for final approval.

2.04 POSTED OPERATING INSTRUCTIONS

- A. Furnish approved operating instructions for systems and equipment where indicated in the technical sections for use by operation and maintenance personnel. The operating instructions shall include wiring diagrams, control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment including startup, proper adjustment, operating, lubrication, shutdown, safety precautions, procedure in the event of equipment failure, and other items of instruction as recommended by the manufacturer of each system or equipment. Provide weather-resistant materials or weatherproof enclosures for operating instruction exposed to the weather. Operating instruction shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

2.05 CATALOGED PRODUCTS/SERVICE AVAILABILITY

- A. Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The 2-year period shall be satisfactorily completed by a product for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished. The equipment items shall be supported by service organizations which are reasonable convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Drawings:
 1. The general arrangement and location of wiring and equipment is shown on the electrical drawings and shall be installed in accordance therewith, except for minor changes required by conflict with the work of other trades.
 2. The Contractor shall coordinate and verify all backbox, device or equipment mounting requirements with the devices or equipment to be installed, prior to rough in.
 3. Drawings indicate the circuit and panel which supplies each device or fixture. Provide and install conduit and conductors to make all connections from panel to nearest device and from first device to additional devices on same circuit. Conduit size and fill shall satisfy NEC requirements. Two or three different phases supplied by a 3-phase panel may share a single neutral only if circuit positions are adjacent in the panel. Do not exceed 4 #12 or 3 #10 conductors in a 1/2" conduit, 7 #12 or 5 #10 in a 3/4" conduit, and 11 #12 or 9 #10 in a 1" conduit, unless otherwise noted. Provide common handle-tie on breakers for multi-wire branch circuits (with common neutral), per NEC. If more than three current carrying conductors are installed in one conduit, conductor size shall be increased as required per NEC. Do not share neutrals for branch circuit runs to electronic equipment or where noted on the drawings.

4. Control wiring is generally not shown on the plans. Contractor shall refer to control diagrams and provide and install all wiring and raceways required to make all interconnections.
 5. All branch circuit wiring No. 12 or No. 10 as noted, all control wiring No. 14, except as noted next to "slash marks" on the drawings, or as noted under "Wire," as specified herein.
 6. All dimensions, together with locations of doors, partitions, etc. are to be taken from the Architectural Drawings, verified at site by this Contractor.
 7. Maintain "as-built" records at all times, showing the exact location of concealed conduits and feeders installed under this contract, and actual numbering of each circuit. Upon completion of work and before acceptance can be considered, this Contractor must forward to the Architect, updated CAD plans, corrected to show the electrical work as actually installed.
 8. Branch circuit conductors shall be #12 minimum and #10 minimum for runs longer than 150 feet.
- B. Measurements: Before ordering any material or closing in any work, verify all measurements on the job. Any differences found between dimensions on the drawings and actual measurements shall be brought to the Architect's attention for consideration before proceeding.

3.03 FIELD QUALITY CONTROL

- A. All workmanship shall be first class and carried out in a manner satisfactory to and approved by the Architect.
- B. This Contractor shall personally, or through an authorized and competent representative, constantly supervise the work and so far as possible keep the same foreman and workmen on the job throughout.

3.04 COORDINATION

- A. In electrical rooms, where electrical equipment is located at walls with brace framing, provide and install steel channel supports for mounting of electrical equipment away from wall to avoid conflict with brace framing. Steel channel supports shall be unistrut or equal, and shall include all channels, bases, fittings, etc., as required for a complete installation.
- B. In electrical rooms, Contractor is responsible for installation of electrical equipment within the space provided. Contractor shall provide ¼" scale plans of electrical room layouts, and elevations of steel channel supports (where used or required) of electrical equipment for review and approval prior to any installation or rough-in

3.05 INSTALLATION/APPLICATION/ERECTION

- A. All electrical raceways and devices shall be installed concealed (for raceways) and/or flush mounted (for devices), unless otherwise noted. Provide cut-in boxes and "fish" flexible MC or flex conduit and wire through existing walls to remain, unless shown otherwise on plans. Cut and patch to facilitate such installation to match adjacent and original finish.
- B. All cutting, repairing and structural reinforcing for the installation of this work shall be done by the General Contractor in conformance with the Architect's requirements.

3.06 EMERGENCY POWER SOURCES

- A. All emergency source circuits shall be installed in separate raceways (from normal power), per 2017 NEC 700.10(B), or the applicable code at the time of permitting.

3.07 TEMPORARY LIGHTING AND POWER

- A. Provide and install temporary lighting and power systems for the duration of construction, of adequate size to accommodate the required lighting and power loads. Coordinate with other trades to insure adequate sizing.
- B. Provide distribution equipment as required to support all construction activities.

3.08 FIRE STOPPING AND FIRE RATED PENETRATIONS

- A. All electrical equipment mounted in, on, or through fire rated construction shall be installed to maintain the fire rating of the construction.
- B. Provide fire rated pads (or other suitable assembly) around all electrical junction boxes in fire rated walls/ceilings/floors to maintain the fire rating.
- C. Provide fire rated construction around all recessed light fixtures and/or panel board / cabinets mounted flush in fire rated walls to maintain the fire rating. Coordinate depth of construction with other trades to avoid conflicts.
- D. Conduit sleeves shall be provided as a means of routing cables through fire-rated walls or floors. Openings in sleeves and conduits used for system cables and those which remain (empty) spare shall be sealed with an approved fireproof, removable sagging material. Sleeves which pass vertically from floor to floor shall be sealed in a similar manner using an approved re-enterable system. Additional penetrations through rated assemblies necessary for passage of tel/data wiring shall be made using an approved method and permanently sealed after installation of cables.

3.09 ADJUSTING AND CLEANING

- A. All electrical equipment, including existing equipment not "finish painted" under other sections, shall be touched up where finished surface is marred or damaged.
- B. All equipment, lighting fixtures, etc., shall be left in clean condition, with all shipping and otherwise unnecessary labels removed there from.

3.10 SCHEDULES

- A. Coordination: Coordinate installation of electrical items with the schedule for other work to prevent unnecessary delays in the total Work.

3.11 WARNING SIGN MOUNTING

- A. Provide the number of signs required to be readable from each accessible side, but space the signs a maximum of 30 feet apart.

3.12 PAINTING OF EQUIPMENT

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.
- B. Field Applied: Paint electrical equipment as required to match finish or meet safety criteria. Painting shall be as specified in the respective equipment section.

3.13 TESTS

- A. Testing and inspection: See Section 26 08 00 - Testing.

END OF SECTION

SECTION 26 0800

TESTING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work Included in This Section: All materials, labor, equipment, services, and incidentals necessary to perform the testing and inspection of the electrical work, including but not limited to the general systems noted below:
1. Grounding system.
 2. Distribution system.
 3. Test additional work where specified in other Sections of these specifications or where indicated on the drawings (provide all materials, labor, equipment, services, and incidentals necessary to perform the testing and inspection of this Electrical Work):
 - a. Transformers and distribution system.
 4. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
 5. All work shall comply with Sections 26 05 00 and 26 27 00.
 6. In addition to the general system tests and inspections indicated above, the Contractor shall perform the following inspections and tests. The Contractor shall provide all material, equipment, labor, and technical supervision to perform such tests and inspections:
 - a. System Grounding.
 - b. Panelboards.
 - c. Feeders.
 7. The purpose of these tests is to assure that all tested electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.

1.02 APPLICABLE CODES, STANDARDS, AND REFERENCES

- A. All inspections and tests shall be in accordance with the International Electrical Testing Association - Acceptance Testing Specifications ATS-2017 (referred to herein as NETA ATS-2017).

1.03 QUALIFICATIONS

- A. Qualifications of the Testing Firm shall be as listed in NETA ATS-2017.

PART 2 - PRODUCTS

2.01 THIS ARTICLE DOES NOT APPLY TO TESTING.

PART 3 - EXECUTION

3.01 GENERAL

- A. Final test and inspection to be conducted in presence of the Authority having Jurisdiction (AHJ) or Inspector of Record (IOR). Test shall be conducted at the expense of, and managed by, the Contractor, at a mutually agreed time. Submit written test report of all tests, with test result values and overall outcome.
- B. All portions of the electrical installation shall be inspected and tested to ensure safety to building occupants, operating personnel, conformity to code authorities and Contract Documents, and for proper system operation.

3.02 INSPECTIONS AND TESTS

- A. Tests: Field tests shall be performed and reports submitted, as per Section 26 05 00, Part 1.

1. Final Inspection Certificates: Prior to final payment approval, deliver to the Owner, with a copy to the Architect, signed certificates of final inspection by the appropriate local authority having jurisdiction.
2. Grounding System:
 - a. All ground connections shall be checked and the entire system shall be checked for continuity. The resistance of grounding electrodes in the system shall be measured using a 3 point fall-of-potential method. The maximum ground resistance shall be three ohms. If the measured ground resistance exceeds three ohms, install (1) additional ground rod, bonded and interconnected with the grounding electrode system.
 - b. Ground tests shall meet or exceed the requirements of the National Electric Code.
3. Power Distribution System:
 - a. Test main switchboard, panel boards, and transformers for grounds and shorts with mains disconnected from feeders, branch circuits connected and circuit breakers closed, all fixtures in place and permanently connected and grounding jumper to neutral lifted and with all wall switches closed.
 - b. Test each individual circuit at each panelboard with equipment connected for proper operation. Inspect the interior of each panel.
 - c. Check verification of color coding, tagging, numbering, and splice make-up.
 - d. Verify that all conductors associated with each circuit are in same conduit.
 - e. Demonstrate that all lights, jacks, switches, outlets, and equipment operate satisfactorily and as called for.
 - f. Perform megger tests of all new distribution system feeders prior to energizing. All Cables failing megger tests or with evidence of damage shall be removed and replaced in their entirety (no splices), at no cost to the Owner. Damaged cables may not be field repaired without specific approval of the Architect.
4. Where the following systems are specified herein and/or indicated on the drawings, verify that all equipment, components, and devices function as specified and meet all additional testing as described in related individual Sections of this specification:
 - a. Transformers and distribution system.

END OF SECTION

SECTION 26 2400
SERVICE AND DISTRIBUTION SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work Included in This Section: All materials, labor, equipment, services and incidentals necessary to install the electrical work as shown on the drawings and as specified hereinafter, including but not limited to the work listed below.
- B. Underground service distribution conduits and cables where noted for power and telecommunications services, including utility company coordination.
- C. Temporary power for construction.
- D. Concrete pad and ground rods for Utility installed padmounted transformer.
- E. Transformers, Distribution System, Panel Boards, Grounding, and Overcurrent Protective Devices.
- F. All required incidental work, such as excavating, backfilling, testing, and temporary power.
- G. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
- H. All work shall comply with Sections 26 05 00 and 26 27 00.

1.02 RELATED WORK

- A. Division 09 - Finishes
- B. Division 23 - Heating, Ventilating, and Air Conditioning

1.03 SUBMITTALS

- A. Comply with the provisions of Section 26 05 00 - Submittals.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Refer to Section 26 05 00, Part 2 - Products
- B. All new equipment shall match existing.
- C. Panelboards
 - 1. Same manufacturer as Existing Main Switchboard.
- D. Dry-type Transformers
 - 1. Eaton-Cutler Hammer, Schneider-Square D, General Electric.

2.02 MATERIALS

- A. Grounding:
 - 1. Provide and install grounding system as noted on the drawings.
 - 2. Grounding electrode conductor: bare stranded copper type, #4/0 minimum.
 - 3. Install ground wires in rigid conduit.
 - 4. All grounding electrode conductor connections "thermite" or "cad-weld" welded.
 - 5. Use approved pressure type solderless connector or use fusion welding for all connections to and bonding of grounding electrode system. All connections shall be visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment: Minimum #4/0.
 - 6. Furnish and install solid copper or copper-clad 5/8" x 10'-0" ground rod(s). Where multiple ground rods are shown, install a minimum of 20'-0" apart. Install ground rods in accessible boxes with covers. Furnish and install 2-#4/0 bare copper cables between multiple ground rods and main switchboard ground bus.

7. Terminate grounding conduits at equipment with ground bushing, with ground wire connected through bushing.
 8. Provide No. 12 stranded (green) THHN conductor from outlet box to ground screw of every receptacle.
 9. Ground all isolated sections of metallic raceways.
 10. Provide #12 minimum stranded (green) THHN conductor sized per NEC, or as noted, connected continuously throughout branch circuit for all circuits, bonded to panel ground bus, and to all electrical devices and equipment enclosures.
 11. Grounding electrode installed as follows:
 - a. Place #4/0 bare copper cable in foundation trench; tensioned, supported in such a manner that it cannot be less than two (2) inches from bottom or side of concrete when foundation concrete is poured; not less than one hundred feet of conductor. Embed in foundation with a loop at approximate center, brought out at top of foundation at location of building service equipment for connection to service equipment and for bonding to other parts of the grounding electrode system.
 - b. Use approved pressure type solderless connector or use fusion welding for all connections to grounding electrode. Connection visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment: Minimum #4/0.
 - c. Connect grounding electrode system to metallic water service entry metallic cold water pipe (if available) with nonferrous clamp and bare copper cable (sized as required) in conduit. Connection shall be accessible for inspection.
 - d. Connect grounding electrode system to effectively grounded building steel as indicated on the drawings. Use exothermic weld, connection shall be accessible for inspection.
 - e. After installation, test system using the three-point fall of potential method only. Record results and submit to Architect for approval. If resistance to ground exceeds three ohms, install an additional ground rod, bonded and interconnected to the grounding electrode system.
 - f. Connect ground bar of separately derived systems (e.g all dry-type transformers) to effectively grounded building steel at the closest possible accessible location, or if building is concrete, or the steel is not effectively grounded, to the main switchboard ground bus: Use #4/0 copper conductor for all connections.
- B. Panelboards:
1. Surface mounted, with branch circuits as indicated on the drawings.
 2. Enclosures: code gauge galvanized sheet steel with welded full flange end pieces, stretcher- leveled steel trim, backpan and door.
 3. Bussing of copper with silver-plated contact surfaces.
 4. Provide a 200% rated neutral bus for panels supplied with 200% rated feeders (incoming or outgoing). Refer to single line riser diagram for feeder ratings.
 5. Trims on surface-mounted cabinets secured with nickel-plated screws with cup washers, bottom of all trims to have lugs for resting on cabinet flange.
 6. Panels shall be 20 inches minimum in width, provided with approved gutter space, barriers and adjustable supports. Doors mounted with concealed hinges provided with combination spring latch and lock. Doors and trims and surface mounted cabinets primed and finished with one coat baked on gray enamel. All visible panel enclosures and covers in finished (occupied) areas shall be painted to match adjacent wall finish.
 7. Breakers on same phase to be aligned horizontally. Each panel provided with quantity (5) spare handle locks. Install handle locks on all breakers serving fire alarm equipment.
 8. Each branch circuit of panelboards to have a permanently fixed number with one word directory, mounted under celluloid on inside of cabinet door, showing circuit numbers

and typewritten description of outlets controlled by breakers. Color code mains and each breaker terminal, same as conductor insulation.

9. Each panel shall be equipped with a copper ground bus.
 10. All panels shall be fully bussed to accept future circuit breakers, with breaker hardware provided where indicated on the drawings.
 11. Panel board submittals shall include diagrams of the circuit breaker arrangements in the panels. Arrange circuit breakers in panels exactly as shown on the panel schedules in the construction documents - no deviations permitted.
- C. Circuit Breakers:
1. General: Circuit breakers shall be molded case rated for 480 or 240 volts, multiple or single pole and amperage rating as shown on the drawings, bolt on, manually operated with "de-ion" arc chutes.
 2. Main circuit breaker shall be shall be rated to interrupt the available short circuit current - 65,000 amps RMS unless otherwise indicated on the drawings.
 3. Distribution circuit breakers shall be rated for the amps interrupting capacity noted on the drawings or U.L. series rated with the main circuit breaker.
 4. Branch circuit breakers shall be rated for the amps interrupting capacity or U.L. series rated with the distribution and main circuit breakers, General Electric type THQB or equal, minimum 10,000 A.I.C for 120/208 volt; type TEY or equal, minimum 14,000 A.I.C for 277/480 volt.
 5. Where mechanical equipment is U.L. listed for overcurrent protection with fuses or HACR type circuit breakers, provide fuses where a fused switch is shown. Where the overcurrent protection is a circuit breaker provide HACR, (Heating, Air-Conditioning and Refrigeration) type.
 6. Provide switch rated type "SWD" circuit breakers were the circuit breaker is used as a switching device in a panelboard.
- D. Dry-Type Transformers:
1. Ventilated type.
 2. Dry-type general distribution transformers shall meet the California Title 24 requirements for energy efficiency standards and DOE 10 - CFR, Part 431 (2016) for energy efficient transformers.
 3. Transformer shall be 3 phase, 60 Hertz. Primary winding shall be Delta connected and secondary winding shall be Wye connected. The temperature rise at rated voltage and full load shall not exceed 150 degrees C with a 220 degrees C U.L. Component Recognized Insulation System. The windings shall be aluminum or copper.
 4. The higher voltage winding shall have quantity (6) 2.5% taps - (2) FCAN and (4) FCBN. Set secondary voltage for 120/208V.

PART 3 - EXECUTION

3.01 REFER TO SECTION 26 05 00 FOR DETAILS OF WORK UNDER THIS SECTION.

3.02 INSTALLATION/APPLICATION/ERECTION

- A. Excavate and trench as necessary for the electrical installation, and when the work has been installed, inspected and approved, backfill all excavations with clean earth from excavation, or imported sandy soil in maximum 8" (eight-inch) layers, moisten and machine tamp to 95% compaction, and restore the ground and/or paving or floor surfaces to their original condition.
- B. Motor Connections:
1. Install motor circuits complete for all motors by other trades
 2. Furnish and install all disconnect switches, outlet boxes, etc., as required by code.
 3. All motor and temperature control low voltage wiring shall be installed and connected by Division 23 Section of specifications, unless otherwise indicated on electrical drawings.

3.03 TESTS

A. Testing and Inspection: See Section 26 08 00 - Testing.

END OF SECTION

SECTION 26 2700
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to install the electrical work as shown on the drawings and as specified hereinafter, including but not limited to the work listed below:
 - 1. Raceways, feeders, branch circuit wiring, wiring devices, safety switches and connections to all equipment requiring electric service.
- B. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
- C. All work shall comply with Section 26 05 00.

1.02 RELATED WORK

- A. Division 09 - Finishes
- B. Division 23 - Motors and Mechanical Equipment Installation

1.03 SUBMITTALS

- A. Comply with the provisions of Section 26 05 00.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Refer to Section 26 05 00, Basic Electrical Requirements, Part 2 - Products.
- B. List of Equipment Manufacturers:
- C. Conduit and Conduit Fittings
 - 1. Allied Tube and Conduit, Wester Tube and Conduit, LTV Steel Tubular, National Electric Products, AFC, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, Killark Electric Manufacturing Company, Racor, VAW Aluminum Company, Bridgeport, Steel City, Thomas & Betts, Carlon, O.Z. Gedney, Appleton, Regal.
- D. Wire and Cable (600V)
 - 1. American Wire Company, General Wire and Cable Corporation, Okonite Company, Rome Cable Corporation, Cerrawire, American Insulated Wire, AFC Cable Systems, Essex, Simplex Wire and Cable Company, Southwire.
- E. Solderless Lugs and Grounding Connections
 - 1. Burndy Engineering Company Inc, O.Z. Gedney Company Inc, Penn Union Electric Corporation, Thomas and Betts Company Inc.
- F. Pull Boxes, Gutters, Special Cabinets
 - 1. Schneider-Square D Company, Columbia Electric Manufacturing Company, General Electric Company, Eaton Inc.
- G. Outlet Boxes
 - 1. Appleton Electric Company, Killark Electric Manufacturing Company, Lew Electric Fittings Company, National Electric Products Corporation, Racor, Steel City Electric Company, Carlon, Bowers.
- H. Wiring Devices
 - 1. Leviton, Arrow-Hart, Cooper, Hubbell, Lutron, Bryant.
- I. Conduit Racks, Hangers

1. General Electric Company, Killark Electric Manufacturing Company, Caddy, National Electric Products Corporation, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, VAW Aluminum Company, Superstrut, B-Line.
- J. Safety Switches (Disconnect and Fusible)
 1. Schneider-Square D Company, Eaton-Cutler Hammer Inc, General Electric Company.
- K. Fuses
 1. Bussman Manufacturing Company, Chase-Shawmut Company.

2.02 MATERIALS

- A. Raceways: Only the raceways specified below shall be utilized on this project. Substitutions shall be pre-approved in writing. All bare conduit ends (stub-ups or stub-outs) shall be provided with bushed ends or manufactured insulated throat connectors:
 1. Rigid Type - hot dip galvanized or sherardized steel, use on all exterior locations, below grade or in concrete slab, and to 18" on either side of structural expansion joints in floor slabs, with completely watertight, threaded fittings throughout. Compression fittings are not acceptable.
 - a. All rigid steel conduit couplings and elbows in soil or concrete or under membrane to be ½ lap wrapped with Scotch #50 tape and threaded ends coated with T&B #S.C.40 rust inhibitor prior to installation of couplings.
 - b. ½ lap wrap all rigid steel conduit stub-ups from slab or grade to 6" above finished grade level with Scotch #50 tape.
 2. In lieu of rigid steel conduit for power and control raceways and branch circuit conduits in soil or concrete slabs, "Schedule 40" PVC with Schedule 80 PVC conduit elbows and stub-ups may be used with code size (minimum No. 12) ground wire. A "stub-up" is considered to terminate 6" above the finished surface.
 - a. Schedule 80 PVC conduit shall be used in all concrete footings or foundations and to 18" of either side of footings or foundation walls.
 - b. Schedule 80 PVC conduit shall be used in all concrete masonry unit (CMU) walls or columns.
 - c. Where schedule 80 PVC is coupled to schedule 40 or other raceways with differing interior dimensions, each end shall be reamed with a reaming tool to reduce the edge profile for protection of the passing conductors during the pull.
 3. Intermediate metal conduit may be used in all exposed interior locations, except that electrical metallic tubing may be used in some locations as noted below. Utilize steel compression type fittings for all exposed conduit runs, unless otherwise noted. Die-cast zinc fittings are unacceptable.
 4. Electrical metallic tubing shall be used exposed in interior electrical and mechanical rooms, in interior unfinished spaces, and in interior concealed and furred spaces, made up with steel watertight or steel set screw type fittings and couplings. EMT shall not be used in under-building crawl spaces or other areas subject to moisture. Set screws shall have hardened points. Die-cast zinc fittings are unacceptable.
 5. Use flexible conduit for all motor, transformer and recessed fixture connections, minimum ½"; "Seal tite" type used outdoors and in all wet locations, provide with code size (minimum No. 12) bare ground wire in all flexible conduit.
 6. All conduit cuts (factory or field cut) shall be perfectly square to the length of the conduit and cut ends shall be reamed with a reaming tool to provide a smooth edge to the passing conductors and to remove all burs and scrapes. Use of a hand file is not acceptable.
 7. All electrical raceways shall be installed concealed, unless otherwise noted. Cut and patch to facilitate such installation to match adjacent and original finish. All exposed conduits, where required, shall be installed parallel to building members.

8. Where existing conditions preclude the installation of EMT in existing walls to remain, provide and install cut-in type boxes and "fish" flexible MC or flex conduit and wire through existing walls to remain, unless shown otherwise on plans.
 9. Fasten conduits securely to boxes with locknuts and bushings to provide good electrical continuity.
 10. Provide chrome escutcheon plates at all exposed wall, ceiling and floor conduit penetrations.
 11. Support individual suspended conduits with heavy malleable strap or rod hangers; supports for 1/2 inch or 3/4 inch conduit placed on maximum 7-foot centers; maximum 10-foot centers on conduits 1 inch or larger.
 12. Support multiple conduit runs from Kindorf B907 channels with C-105 and C-106 straps.
 13. Conduit bends - long radius.
 14. Flash conduits through roof, using approved roof jack; coordinate with General Contractor.
 15. To facilitate pulling of feeder conductors, install junction boxes as shown or required.
 16. All empty conduits on the project shall be provided with a nylon pull rope to allow pulling of future conductors intended for the specific raceway. Provide plastic wire-tie style nameplate tags on each end of pull rope with printed identification of conduit use and the location of the opposite end of the rope. Pull ropes for telecommunications service conduits shall meet the utility company requirements.
 17. Where conduits pass through structural expansion joints in floor slab, rigid galvanized conduit shall be used 18" on either side of joint, complete with Appleton expansion couplings and bonding jumpers, or equal. All above grade expansion joint crossings shall also utilize expansion joint couplings or flex conduit transitions as required for each particular installation. Installed condition shall allow for a minimum deflection of raceway and wire (in any direction) equal to the structural expansion joint dimension (building to building). No solid conduits shall be allowed to cross expansion joints without proper provisions for building and seismic movement.
 18. Minimum cover of conduits in ground outside of building - 36 inches, unless otherwise noted.
 19. Provide and install exterior wall conduit seals and cable seals in the locations listed below. Coordinate installation and scheduling with other trades:
 - a. Conduit seals through exterior wall or slab (below grade): O.Z. Gedney series "FSK" in new cast in concrete locations, series "CSM" in cored locations.
 - b. Conduit seals through exterior wall or slab (above grade): O.Z. Gedney series "CSMI."
 - c. Cable seals at first interior conduit termination after entry through exterior wall or slab: O.Z. Gedney series "CSBI." Coordinate quantity of conductors at each location.
- B. Outlet Boxes and Junction Boxes. Verify all backbox requirements with devices to be installed prior to rough-in.
1. One piece steel knockout type drawn boxes, unless otherwise noted, sized as required for conditions at each outlet or as noted.
 2. Flush-mounted boxes equipped with galvanized steel raised covers for device mounting flush with finished surface. Provide extension rings as required on all acoustical or additional wall treatment areas to bring top of cover flush with finished surface (coordinate with architectural drawings). Devices shall be capable of being tightly mounted to boxes without distorting or bending device or mounting hardware.
 3. Receptacle outlets - not smaller than 4-inch-square in furred walls, with raised cover for single device; ganged where required.
 4. Outlet and switch boxes for wet locations, cast aluminum FS or FD type with cast aluminum gasketed spring lid cover. Weatherproof "Bell" type boxes are not acceptable.

5. All connectors from conduit to junction or outlet boxes shall have insulated throats. Connectors shall be manufactured with insulated throats as integral part. Insertable insulated throats are unacceptable.
 6. Conduit Bodies: Malleable iron type, with lubricated spring steel clips over edge of conduit body, O-Z/Gedney type EW, or equal.
 7. Pull boxes: All site pull boxes shall be flush in-ground concrete, with engraved covers identifying service use (i.e. electrical, communications, etc.). Boxes shall be Nema 250, Type 6, outside flanged, with recessed cover for flush mounting, by Christy or equal, with required depth to provide box and conduit depths shown or required.
 - a. Provide concrete covers for all boxes in planted or paved areas (up to available concrete cover size).
 - b. Provide galvanized steel covers for all larger boxes (when concrete is not available), or in traffic areas. No cast iron covers.
 - c. Provide bolted covers and slab bottoms (with grouted perimeter) or vault type boxes for all electrical distribution and signal system pull boxes used for site distribution, to prevent rodent entry. No collar type boxes with dirt or gravel bottoms
 - d. Provide drain hole at bottom of all vault type boxes, with loose aggregate base below, for proper drainage.
 - e. All covers to be completely flush with finished adjacent surfaces.
 - f. Provide galvanized steel H20 rated covers and installation of box rated for H20 in all traffic areas.
 - g. Provide pullboxes per utility company specifications for all electrical primary and secondary services and for telecommunications service runs. Verify exact size and type prior to order with each utility company.
- C. Wire and Cable (line voltage and signal systems):
1. 600-volt class where used for or run with line voltage power wiring, insulation color coded, minimum No. 12 AWG for power branch circuits, No. 14 for power control circuits, and wiring size and type as directed by signal system manufacturer for each signal system.
 2. All conductors shall be copper.
 3. Size and insulation type:
 - a. Standard locations: #12 to #1 AWG: THWN for wet locations and THHN for dry locations. #1/0 through #4/0 AWG: XHHW (55 Mils). 250MCM and larger: XHHW (65 Mils). All wire sizes used shall be based on a 75 degree insulation rating, unless specifically used with 90 degree rated breakers and devices.
 - b. All wiring (power and signal) installed underground between buildings, or in wet or damp locations, shall be outside listed and rated for wet locations.
 - c. High temperature and non-standard locations: Provide wire type and insulation category suitable for area of use as defined in NEC table 310-13.
 4. Conductors No. 8 and larger and as otherwise noted on drawings shall be stranded. Power conductors No. 12 and No. 10 shall be solid or stranded. Power conductors No. 14 or smaller shall be solid.
 5. Install all wiring branch circuits and feeders (low voltage and line voltage) in conduit unless noted otherwise on the drawings. Contractor shall mandrel all feeders and pass a "sock" (or utilize other suitable means) through each raceway prior to pull to remove all water and construction debris. All raceways shall be completely clear of any obstructions or debris and all cut ends shall be reamed, prior to pull. Utilize pulling compound on all runs to insure minimum friction and pulling tension.
 6. Megger test all feeders prior to energizing. See section 26 08 00 for additional information.
 7. Approximately balance branch circuits about the neutral conductors in panels.

8. Connections to devices from "thru-feed" branch circuit conductors to be made with pigtails, with no interruption of the branch circuit conductors.
 9. Neutral conductor identified by white outer braid, with different tracers of "EZ" numbering tags used where more than one neutral conductor is contained in a single raceway.
 10. Neatly arrange and "marlin" wires in panels and distribution panelboards with "T and B Ty-rap" or approved equal plastic type strapping.
 11. All wire and cable shall bear the Underwriters' Label, brought to the job in unbroken packages; wire color-coded as follows:

a. Voltage	Phasing	A	B	C	N
b. 120/208	3PH4W	Black	Red	Blue	White
c. 2083PH	3W	Black	Red	Blue	--
d. 277/480	3PH4W	Brown	Orange	Yellow	White
e. 4803PH	3W	Brown	Orange	Yellow	--
 12. The equipment grounding conductor shall be insulated copper; where it is insulated, the insulation shall be colored green.
 13. Label each wire of each electrical system in each pull box, junction box, outlet box, terminal cabinet, and panelboard in which it appears with "EZ" numbering tags indicating the connected circuit numbers.
 14. Install feeder cables in one continuous section unless splices are approved by Architect. Exercise care in pulling to avoid damage or disarrangement of conductors, using approved grips. No cable shall be bent to smaller radius than the spool on which it was delivered from the manufacturer. Color code feeder cables at terminals. Provide identifying linen tags in each pullbox.
- D. Switches: Model numbers are Hubbell, color to be selected by architect, unless otherwise noted. All switches to utilize screw terminals for wire connections - no plug-in terminations:
1. Single Pole - No. HBL1221
 2. Motor Rated Double Pole (30A) - Hubbell No. 7832
- E. Receptacles: Mounting straps and contacts shall be one piece design, constructed of minimum .050" solid brass. Base shall be high strength, heat resistant, glass reinforced nylon. Device shall accept up to #10 wire, side or back wired with screw terminals - no plug-in terminations. Hubbell, Leviton, Pass & Seymore, or equal. Color to be selected by architect, unless otherwise noted. Numbers listed below are Hubbell:
1. 15A 3PG 125 volt duplex - No. HBL5262
 2. 20A 3PG 125 volt duplex - No. HBL5362
 3. 20A 3PG 125 volt ground fault interrupter receptacle; GFI receptacles shall conform to the 2006 UL requirements to a) interrupt power to the unit in the event of internal failure, or b) provide an audible or visual indication of internal failure of the GFI; No. GF20 or equal. Through wiring to down stream GFI designated receptacles is not acceptable.
 4. All receptacles located in exterior or wet locations shall be corrosion resistant with UV stabilized body.
- F. Plates: Leviton, or equal, except as noted:
1. The color of all faceplates shall match the color of the devices installed under/in the faceplate, except as specifically noted otherwise.
 2. For flush outlet boxes, for switches, and receptacles: nylon, color to be selected by architect, unless otherwise noted.
 3. Plates for surface-mounted outlets: galvanized steel unless otherwise noted.
 4. Weatherproof duplex receptacle plates for exterior locations with ground fault interrupter receptacles in type FS or FD boxes - Hubbell #WPFS26 or compatible equal. Verify cover compatibility with box type and device installed.

5. Weatherproof "in-use" cover, vertical or horizontal mount, for exterior with GFCI receptacles. Die-cast metal alloy, TayMac MX series or equal with openings to match installed devices.
 6. Locking plates for duplex receptacles where noted; Pass & Seymour #WP26-L (non-weather proof).
 7. Locking plates for duplex exterior GFCI receptacles (or in wet or damp locations); Heavy duty cast aluminum flush cover with locking latch and key, Pass & Seymour #4600 with appropriate mounting plate for type of device installed. Coordinate backbox requirements and finished wall trim-out with wall installer prior to rough-in to insure an adequate and neat trim appearance upon completion.
- G. Equipment Disconnects: All disconnects shall be located to allow proper code required clearance in each area. Locations shown on drawings are diagrammatic only. The contractor shall coordinate exact locations in the field (with other trades) prior to rough-in to insure proper clearances.
1. Motor Disconnect Switches and Safety Switches: General Electric Company Heavy Duty Type "THD", cover interlocked with operating handle so that cover cannot be opened with switch in closed position and switch cannot be closed with cover in open position. 240V or 480V rating, single or multi-pole as required or as noted on drawings, in Nema 1 enclosure indoors or Nema 3R enclosure outdoors unless otherwise noted. Provide dual element motor circuit fuses sized as recommended by equipment manufacturer (for final equipment actually installed).
 2. Code required disconnects: Provide a local disconnect in addition to the branch circuit protection device for all equipment as required by code (whether shown or not). Disconnects shall consist of a motor rated switch (or disconnect) for all motor loads less than 3/4HP or other suitable disconnect sized to match branch circuit conductors and load current of equipment, with number of poles as required.
- H. Lugs and Connectors: Thomas and Betts "lock-tite", for No. 4 and larger wire; 3M "Scotchlock" fixed spring screw-on type wire connectors with insulator for No. 6 and smaller wire.
1. All splices shall be made up with screw-on type connectors - no plug-in or push-in style connectors acceptable. Wires shall be solidly twisted together with electricians pliers before screw-on connector is installed to ensure a proper connection in the event of wire nut failure. No exceptions.
 2. Connectors listed or labeled for "no wire twisting required" are not an acceptable substitute for actual wire twisting.
 3. Utilize porcelain type connectors in all high temperature environments (above 105 degrees Celsius).
- I. Splice Insulation: "Scotch" electrical tape with vinyl plastic backing or rubber tape with protective friction tape for interior work.
1. Splices in electrical cables of 600 volt insulation class in underground system duct shall be made only in accessible locations such as pullboxes, light pole handholes, etc., using a compression connector on the conductor and by insulating and waterproofing (for exterior and underground locations) by one of the following methods:
 - a. Cast type splice insulation shall be provided by means of a molded casting process employing a thermosetting epoxy resin insulating material which shall be applied by a gravity poured method or by a pressure injected method. The component materials of the resin insulation shall be in a packaged form ready for convenient mixing after removing from the package. Do not allow the cables to be removed until after the splicing material has completely set.
 - b. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for the cables to be applied. When the mold is in place around the joined conductors, the resin mix shall

be prepared and poured into the mold. Do not allow cables to be moved until after the splicing materials have completely set.

- J. Identification: Refer to Section 26 05 00.
- K. Firestopping: as manufactured by 3M Fire Protection Products or equal.
 - 1. Fire-rated and smoke barrier construction: Maintain barrier and structural floor fire and smoke resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound vibration absorption, and at other construction gaps.
 - 2. Systems or devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetration type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall penetrations. Systems or devices must be asbestos free.

PART 3 - EXECUTION

3.01 REFER TO BASIC ELECTRICAL REQUIREMENTS - SECTION 26 05 00 FOR WORK UNDER THIS SECTION.

3.02 TESTS

- A. Testing and Inspection: See Section 26 08 00 - Testing.

END OF SECTION