

PROJECT MANUAL

FOR THE
NEW CONSTRUCTION OF:

ADOLFO CAMARILLO HIGH SCHOOL GYM BLEACHERS REPLACEMENT

PROJECT NUMBER 2020-004

OWNER:

OXNARD UNION HIGH SCHOOL DISTRICT
309 South 'K' Street
Oxnard, CA 93030

ARCHITECT:

DC ARCHITECTS
820 N MOUNTAIN AVENUE, SUITE 200
UPLAND CA 91786
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June 17, 2020

NOTICE

THE FOLLOWING PORTIONS OF THIS
PROJECT MANUAL FOR

**ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT**

HAVE BEEN PREPARED

IN COOPERATION WITH THE OWNER:

OXNARD UNION HIGH SCHOOL DISTRICT

- ◆ DIVISION 00 – BIDDING/CONTRACT REQUIREMENTS
 - ◆ DIVISION 01 – GENERAL REQUIREMENTS

OXNARD UNION HIGH SCHOOL DISTRICT


Adolfo Camarillo High School – Gym Bleachers Replacement

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DC Architects




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Electrical Engineer
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Structural Engineer
KNA Consulting
Engineers



Larry R. Kaprielian
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IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT

APP: 03-120819 INC:

REVIEWED FOR

SS FLS ACS

DATE: 05/05/2021

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OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

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DOCUMENT 00 11 16
NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of the Oxnard Union High School District ("District") will receive sealed bids for the following project, Bid No. _____, Bid Package _____ ("Project" or "Contract"):

The Project consists of:

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

B, and/or D-34

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

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.

Contract Documents will be available on or after _____, 20__, for review at the District Purchasing Office, and may be downloaded from the District's website, <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

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

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.

Sealed bids will be received until _____ a.m./p.m., _____, 20__, at the District Purchasing Office, 309 South K Street, Building G, Oxnard, California 93030 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.

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.

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.

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 Oxnard Union High School District, 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 ten (10) 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.

A mandatory 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. Failure to attend or tardiness will render bid ineligible. No sign in is allowable after the specified start time.

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.

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.

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.

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.

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>>.

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.

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, <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> . The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.

Pursuant to Education Code section 17550, the District

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: _____.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on: The base bid amount only.

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.

Publication Dates: XX/XX/XX & XX/XX/XX

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.

Oxnard Union High School District ("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. 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.
2. 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.
3. 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 Purchasing Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
4. 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.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. 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.
7. 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.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
9. 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.
10. 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.
11. 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 **TEN (10)** 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.
12. 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.
13. 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.
14. A mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders. The 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, or post information on the District website. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda or RFI's and answers 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.
 15. 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.
 16. 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>.
 17. 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, <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> . The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.

18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Deanna Rantz, Director of Purchasing at Deanna.Rantz@oxnardunion.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing or by Addenda and emailed to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> . Questions that are not received by the Request for Information (RFI) deadline date for will not be answered. Only questions answered by formal written Addenda or via website posting will be binding. Oral and other interpretations or clarifications will be without legal effect.
24. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
25. 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.
26. 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.
27. 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.
28. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
29. 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.
30. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10th)** 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. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

- c. 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.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Disabled Veteran Business Enterprise Participation Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Materials Certification.
 - l. Criminal Background Investigation/Fingerprinting Certification.
 - m. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
31. 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.
- 32. 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.
- 33. 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.
- 34. 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

MASTER SCHEDULE

	<u>DATE</u>	<u>TIME</u>
Advertisements		N/A
Mandatory Site Visit/Conference		X:00 a/p.m.
Bidder Clarification Request Deadline		X:00 a/p.m.
Deadline for Final Addendum		X:00 a/p.m.
Bids Due		X:00 a/p.m.
Notice of Intent		N/A
Board Award		N/A
Notice of Award & Preliminary Schedule Due		N/A
PLA Meeting		TBD
Pre-Construction Meeting		TBD
*Work to Commence		N/A
Work Completion		N/A

*Work may commence only when the executed contract, forms and bonds are received by the District (within 10 calendar days of Notice of Award) and a Notice to Proceed is issued by the District.

GEOTECHNICAL DATA (NOT USED)

1. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site and/or in connection with the Work by soil investigation engineers hired by Oxnard Union High School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports 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 are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:

3. Use of Data

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, geotechnical 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 should perform as a condition to bidding and Bidder must not and shall not rely on information supplied by District.

4. Limited Reliance Permitted on Certain Information

a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

5. 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 Oxnard Union High School District ("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 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.

- A. 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.

- B. 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.
- C. 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.
- D. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- E. 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.
- F. 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
- G. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

- H. 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

- I. Bidder acknowledges that the license required for performance of the Work is a _____ license.
- J. 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.
- K. 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.
- L. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local or state 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
- M. Bidder agrees to comply with all requirements of the Project Labor Agreement.
- N. 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.
- O. 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.
- P. 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.
- Q. 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: _____

E-mail: _____

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

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),
and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oxnard Union High School District ("District") of Ventura
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within ten (10) days of the date of the District's Notice of Award to
Principal.

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

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

If the District awards the bid, 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.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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

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

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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 Oxnard Union High School District, 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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

The undersigned declares:

I am the _____ of
[Title]

_____, the party making the foregoing bid.
[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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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

**BID NUMBER
GYM BLEACHERS REPLACEMENT
ADOLFO CAMARILLO HIGH SCHOOL**

**OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS
DOCUMENT 00 72 13 -29**

WORKERS' COMPENSATION CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
_____ ("Contractor" or "Bidder").

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:

- d. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- e. 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: _____

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

DOCUMENT 00 45 46.01

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

Project/Contract between the Oxnard Union High School District ("District") and
_____ ("Contractor" or "Bidder").

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.

Date: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Oxnard Union High School District ("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	
A.	
B.	
C.	
D.	
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 between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Oxnard Union High School District ("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

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
_____ ("Contractor" or "Bidder").

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.
- 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.

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: _____

Signature: _____

Print Name: _____

Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

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 #: _____
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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

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the Oxnard Union High School District ("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 **TEN (10)** 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
TENTH (10th) 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. Performance Bond (100%): On the form provided in the Contract Documents
and fully executed as indicated on the form.
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form
provided in the Contract Documents and fully executed as indicated on the
form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Disabled Veteran Business Enterprise Participation Certification.
- h. Drug-Free Workplace Certification.

- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Criminal Background Investigation/Fingerprinting Certification.

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.

OXNARD UNION HIGH SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Oxnard Union High School District ("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:

("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 the 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.
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

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**BID NUMBER
GYM BLEACHERS REPLACEMENT
ADOLFO CAMARILLO HIGH SCHOOL**

**OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS
DOCUMENT 00 72 13 -54**

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.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

PROJECT/CONTRACT NO.: _____ between the Oxnard Union High School District 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.

OXNARD UNION HIGH SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

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 Oxnard Union High School District, ("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

DOCUMENT 00 61 13.16

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 Oxnard Union High School District, ("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

BID NUMBER
GYM BLEACHERS REPLACEMENT
ADOLFO CAMARILLO HIGH SCHOOL

OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS
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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

PROPOSED CHANGE ORDER FORM

Oxnard Union High School District
 309 South K Street
 Oxnard, CA 93030

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
(l)	Material (attach itemized quantity and unit cost plus sales tax)		
(m)	Add Labor (attach itemized hours and rates, fully encumbered)		
(n)	Add Equipment (attach suppliers' invoice)		
(o)	Subtotal		
(p)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (d)		
(q)	Subtotal		
(r)	Add Bond and Insurance , not to exceed one and a half percent (1.5%) of Item (f)		
(s)	TOTAL		
(t)	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

Oxnard Union High School District
 309 South K Street
 Oxnard, CA 93030

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 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

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Oxnard Union
High School District ("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

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
- 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** (not used)
- 1.1.12.12** (not used)
- 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
- 1.1.12.17** Project Labor Agreement
- 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
- 1.1.12.22** Drug-Free Workplace Certification
- 1.1.12.23** Tobacco-Free Environment Certification
- 1.1.12.24** Hazardous Materials Certification
- 1.1.12.25** Lead-Based Materials Certification
- 1.1.12.26** Imported Materials Certification
- 1.1.12.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.12.28** (not used)
- 1.1.12.29** (not used)
- 1.1.12.30** Registered Subcontractors List
- 1.1.12.31** Iran Contracting Act Certification
- 1.1.12.32** (not used)
- 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 the 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, or District may withhold those amounts from payment(s) to Contractor.

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

13.1.7.7 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**.

13.1.7.8 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.

13.1.7.9 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

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

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, and general conditions costs and home office expenses.

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs must 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.

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 properly maintain or clean up the Site.

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

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

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

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

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

19.4.1.22 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 of 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 the (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 refuses 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 are 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.

25.2 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 Contractor 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.

25.4.4 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

25.4.5 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.4.5.1 Personal injury, wrongful death or property damage claims;

25.4.5.2 Latent defect or breach of warranty or guarantee to repair;

25.4.5.3 Stop payment notices;

25.4.5.4 District's rights set forth in the Article on Suspension and Termination;

25.4.5.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.4.5.6 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

25.4.6 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 charge.

END OF DOCUMENT

DOCUMENT 00 73 13
SPECIAL CONDITIONS

1. Modernization Projects

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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, r

G. Scheduling specific work activities, at no additional cost to District.

H. 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.

2. 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.

A. Badges must be filled out in full and contain the following information:

2.1.1 Name of Contractor

2.1.2 Name of Employee

2.1.3 Contractor's address and phone number

B. 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.

C. 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.

3. 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.

4. 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.

5. General Conditions for Compliance with Title-24, for Parts 1-6 & 9

General Conditions

- Compliance with Title 24, for Parts 1-6 and 9.
- Title 24, Parts 1-5 must be kept on site during construction.
- If any conflicts or inconsistencies exist between the specifications and the drawings (including the general notes), more stringent requirements shall take precedence.
- All addenda must be signed by Architect and approved by DSA (Section 4-338, Part 1).
- All substitutions affecting DSA regulated items shall be considered as a Construction Change Document (CCD) or Addenda, and shall be approved by DSA prior to fabrication and installation.

(IR A-6 and Section 4-338(c), Part 1)

- The Construction Change Documents must be signed by all the following
 - o A/E of Record
 - o Structural Engineer (when applicable)
 - o Delegated professional engineer (when applicable)
 - o DSA
- The Project Inspector and testing lab must be employed by the owner and approved by all of the following:
 - o A/E of Record
 - o Structural Engineer (when applicable)
 - o DSA

END OF DOCUMENT

DOCUMENT 00 73 56

**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

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- 1.1.1 Work Covered by Contract Documents
- 1.1.2 Work by Others
- 1.1.3 Contractor Use of Premises

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

1.2.1 Work Included: The work to be performed by the Contractor shall conform to the requirements of all of Division 1 as well as the General Conditions, Special Conditions, Specifications, all sheets in Drawings and other related documents, and includes the furnishing of all supervision, labor, materials, tools, equipment, transportation, plan and services necessary therefore and incidental thereto to complete the project. The work shall consist of, but not be limited to, the following:

- 1.2.1.1 Provide all scope of work shown on the plans and specifications, to include all site work, signage, demolition of existing bleachers one on each side of the basketball court, providing new telescoping bleachers one on each side of the basketball court and ADA upgrades to existing toilet rooms. All work shown on the electrical and plumbing, drawings and all work as shown on all drawings, documents, addendas, and as described in all specification's sections.
- 1.2.1.2 Provide cutting, saw-cutting, and demolition required per the plans and/or specifications section 017329 to facilitate underground utility installation to be performed.
- 1.2.1.3 Review all as-builts, site survey plot plans, and contact all agencies and the Architect prior to excavation to ensure that all utility services will not be disrupted.
- 1.2.1.4 Provide all necessary shoring, barricades, caution tape, and trench plates for open excavations made by this bid package to maintain safety requirements and as necessary to meet building and safety codes that are required in the General Conditions.
- 1.2.1.5 Provide temporary access as required for their work. This includes scaffolding, catwalks, scissor lifts, but is not limited to the Contractor to perform all required work.
- 1.2.1.6 Continuous housekeeping and daily clean up is mandatory. The Contractor shall provide a separate debris box onsite and shall put all debris in debris box and/or remove debris from site at the Contractor's own expense prior to the end of the work day or as directed by the District's Architect. All debris boxes and containers shall be kept free of graffiti at all times. If the Contractor fails to perform daily clean up, the

District's Architect shall order that clean up be done at the Contractor's expense.

1.2.1.7 Punch list, final clean up, and closeout for this bid package per contract construction schedule. Parties agree that delays to punch list, final clean up, and closeout would constitute a delay in project completion and, therefore, entitles the District to withhold and retain potential liquidated damages per the Contract Documents from the Contractor's progress payments.

1.2.2 Existing Site Conditions: The Contractor shall make a thorough examination of the site to determine all existing conditions affecting the work.

1.2.3 Location of Site: The new site is located at 4660 Mission Oaks Blvd., Camarillo, CA 93012

1.2.4 Work Not Included: None

1.3 CONTRACT METHOD:

1.3.1 Construct the Work under a single Lump Sum Contract.

1.4 CONTRACTOR USE OF PREMISES:

1.4.1 The Contractor shall have use of the premises for the execution of the work.

1.4.2 The Contractor shall coordinate use of the premises under the direction of the District's Architect.

1.4.3 Assume full responsibility for the protection and safekeeping of products under the Contract that are stored on the site.

1.4.4 Move any stored products under the Contractor's control that interferes with the operations of the Owner or a separate Site Contractor.

1.4.5 Obtain and pay for the use of additional storage or work areas needed for operations.

1.4.6 The Contractor shall assume all responsibility for parking his own and his subcontractor's vehicles at the direction of the District's Architect. The Contractor shall direct all material deliveries to the construction gate.

1.4.7 All District property is tobacco free, drug free, alcohol free, weapons free and graffiti free. Contractor shall enforce these rules to his crew, subcontractors and suppliers.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

This Section requires the three apparent low bidders to attend and participate in a POST BID INTERVIEW with the DISTRICT'S ARCHITECT, prior to award of any contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the DISTRICT'S ARCHITECT _____ starting at _____ a.m. Respective three (3) lowest bidders will be notified of the schedule time. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein. The District reserves the right for the POST BID INTERVIEW is optional and may/can waive the POST BID INTERVIEW requirements.

1.2 REQUIRED ATTENDANCE

- 1.2.1 A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- 1.2.2 The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- 1.2.3 Failure to attend the POST BID INTERVIEW will be considered just cause for the District to reject the Bidder's Bid.

1.3 POST BID INTERVIEW PROCEDURE

- 1.3.1 The DISTRICT'S ARCHITECT and ARCHITECT will review the Bidder's Proposal with the attendees.
- 1.3.2 The DISTRICT'S ARCHITECT and ARCHITECT will review the Contract Documents with the attendees, including but not limited to:
 - 1.3.2.1 Insurance
 - 1.3.2.2 Bonding
 - 1.3.2.3 Addenda
 - 1.3.2.4 Pre-Bid Clarifications
 - 1.3.2.5 Scope of Work (Section 011100)
 - 1.3.2.6 Bid Alternates and Voluntary Alternates
 - 1.3.2.7 Value Engineering
 - 1.3.2.8 The Contract Plans
 - 1.3.2.9 The Contract Specifications
 - 1.3.2.10 The Master Schedule
 - 1.3.2.11 Critical Materials
 - 1.3.2.12 General Contract Schedule Requirements
 - 1.3.2.13 Prevailing Wage Requirements
 - 1.3.2.14 Critical Dates Requirement for Other Bid Packages
 - 1.3.2.15 Liquidated Damages
 - 1.3.2.16 Required Documentation for Contract Administration
 - 1.3.2.17 Contract Coordination Requirements
 - 1.3.2.18 All Documents
 - 1.3.2.19 Prime Contractors/Subcontractor Licenses

1.4 POST BID INTERVIEW DOCUMENTATION

The DISTRICT'S ARCHITECT will document the POST BID INTERVIEW on the form attached to this Section. Both the Apparent Low Bidder and the DISTRICT'S ARCHITECT are required to sign the POST BID INTERVIEW Documentation. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly. POST BID INTERVIEWS will be conducted at **9:00 a.m.**, **10:15 a.m.**, and **11:30 a.m.** The three (3) apparent lowest bidders will be notified of their respective time schedule unless the notification to the three (3) apparent lowest bidders state otherwise.

**SEE QUESTIONNAIRE STARTING
ON NEXT PAGE**

**ADOLFO CAMARILLO HIGH SCHOOL – GYM BLEACHERS REPLACEMENT
POST BID INTERVIEW**

IV. CONTRACTUAL REQUIREMENTS (continued):

3. Cost for bond: _____% Yes No
4. Is the cost of the bond in your base bid? Yes No
5. Is your insurance company California licensed? Yes No
- D. Do you possess a valid and active license for this project? Yes No
- E. Are your listed subcontractors possess a valid and active license and such license is for the proper trade necessary to perform the work called for in the Contract Documents? Yes No
- F. Acknowledged Receipt of Addenda ____1 ____2 ____3 ____4 ____5
- G. Are costs for Addenda items included in your proposal? (if applicable) Yes No

V. SCOPE OF WORK:

- A. You have a complete understanding of your Scope of Work under the proposed Agreement. Yes No
- B. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that need to be identified or require clarification? Yes No

If yes, please identify item.

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

- Is (are) the cost(s) for items V.B.1-5 (as applicable) included in your bid proposal? Yes No
- C. Review bid alternatives (if applicable) Yes No

VI. VALUE ENGINEERING: (describe) **BASE BID:\$** _____

1. _____ Add / Deduct

2. _____ Add / Deduct

3. _____ Add / Deduct

4. _____ Add / Deduct

REVISED TOTAL \$ _____

VII. SCHEDULE:

Do you acknowledge and agree to complete the project no later than **as Specified in the Agreement**, and as outlined in Section 011216?

1. Can you expedite the schedule? Yes No

If not, what must change and why? _____

B. Identify critical materials, deliveries, and dependencies, including Owner
Furnished items that could affect the completion of your work.

1. _____
2. _____
3. _____

C. You have reviewed Section 011216, CONSTRUCTION SCHEDULE and you understand your work must be completed in accordance with the **Master Schedule**. You further understand the District **MAY** assess liquidated damages if you fail to meet the Master Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the District's Architect and/or the Architect with no additional cost to District.

CRITICAL DATES	
PROJECT COMPLETION	See Agreement
<u>Milestone Dates</u>	
Notice to Proceed	To Be Announced
All front end documents must be received by OUHSD	7 days from Notice to Proceed
All submittals must be received by OUHSD	30 days from Notice to Proceed
Mobilize	To Be Determined
You agree that failure to meet the project completion date is just cause for the USD to assess and retain Liquidated Damages in accordance with the Contract Documents.	

**ADOLFO CAMARILLO HIGH SCHOOL – GYM BLEACHERS REPLACEMENT
POST BID INTERVIEW**

VIII. CONTRACTOR COMMENTS / SUGGESTIONS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

IX. CONTRACTOR

NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

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. DISTRICT'S ARCHITECT

Signature: _____ Title: _____

Date: _____

XI. WITNESS

Signature: _____ Title: _____

Date: _____

END OF SECTION

PART 1 – GENERAL

1.1 SUMMARY

The Work includes the preparation and submission of the schedules and reports specified herein, including the up-to-date maintenance thereof as required by the DISTRICT'S ARCHITECT. The Conditions of the Contract and the other Sections of Division 1 apply to this section as fully as if repeated herein.

The CONTRACTOR will provide the necessary resources to complete construction. TIME IS OF THE ESSENCE.

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Notice to Proceed	To Be Announced
All Front End Documents received by Architect	6 days from Issuance of the Notice to Proceed
All Submittals received to the Architect.....	30 days from issuance of the Notice to Proceed or in advance of construction
Mobilize.....	To be Determined
Project Completion (including final cleanup and punchlist).....	To be Determined

The Contractor shall submit a detailed construction schedule to the District's Project Manager within six (6) days of issuance of the Notice to Proceed for approval by the District's Project Manager. The baseline dates shown above must be incorporated into this schedule. This schedule shall include all pertinent schedule tasks and durations. After approval of the construction schedule by the District's Project Manager, this schedule will become the official project schedule by which the project will be tracked, monitored, and enforced.

Rain days will be considered to be built into this schedule. No additional time extensions will be given to any contractor for any activities due to rain days. The only exception will be if it is determined by the Contractor that there has been an excessive amount of rain days that would be considered above normal seasonal rainfall in number of rain days only, not inches of rainfall, for the City of Perris, where this project is being constructed.

The Contractor shall plan on coordinating and adjusting their forces as necessary to meet the Contract Completion Date for a Final Completion.

HOURS OF CONSTRUCTION OPERATIONS

Weekdays:	7:00 a.m. to 8:00 p.m.
Saturday:	7:00 a.m. to 8:00 p.m.
Sundays and Holidays	8:00 a.m. to 5:00 p.m.

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1.2 SUBMITTALS and SHOP DRAWINGS

Complete and transmit to ARCHITECT all submittals and shop drawings, which will allow for the proper review time by the Architect, within thirty (30) calendar days from the Notice to Proceed to assure timely scheduled procurement of products, materials, and/or assemblies.

1.3 FABRICATION AND PROCUREMENT

Establish fabrication and/or procurement lead times which will assure that no operation will be delayed from its scheduled starting date. Ten (10) calendar days after the issuance of the Notice to Proceed, in writing, notify ARCHITECT, the delivery dates of all long lead items. (Examples: casework, switchgear, ornamental iron fencing, roofing, sheet metal, and any other items necessary to assure timely completion of the Project.)

1.4 DEFINITIONS

1.4.1 Day: As used throughout the Contract, the word "day" means, "calendar day" unless otherwise indicated.

1.4.2 Adverse weather that is normal for the area and the season is taken into account in the Construction Schedule. Any overtime, weekend work, and/or acceleration necessary to comply with the construction schedule shall be included in the Contractor's bid at no additional cost to the District.

1.5 DAILY WRITTEN MANPOWER REPORTS

The Superintendent for the CONTRACTOR shall submit to the DISTRICT'S ARCHITECT a brief daily written report by 3:00 PM on EACH AND EVERY WORKING DAY CONTRACTOR or HIS SUBCONTRACTOR is performing work on the Project site, which identifies each of the following:

1.5.1 The name and classification of each employee working on the project that day, including subcontractors. Also provide the number of hours each employee worked that day, and provide a description of what work each employee performed that day.

1.5.2 Estimated 100 percent completion date of each activity or activities currently under construction that day.

1.5.3 Specific problems, if any, with the actions and/or inaction of Subcontractors, the DISTRICT, ARCHITECT, consulting engineers, or the Contract Documents, which are preventing the CONTRACTOR'S work from being properly completed per the schedule.

1.6 COORDINATION

The CONTRACTOR must coordinate all work with subcontractors, if any, on the project in order to complete each activity of their work within the fixed duration assigned to same as shown on the "PROJECT CONSTRUCTION SCHEDULE".

1.7 PERSONNEL AND EQUIPMENT

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CONTRACTOR is expected to provide properly trained and skilled personnel in adequate numbers and equipment needed and/or required in order to properly and efficiently complete all work activities per the schedule. Should DISTRICT'S PROJECT MANAGER determine at any time that CONTRACTOR is not providing an adequate work force armed with the proper materials and/or equipment, DISTRICT'S PROJECT MANAGER shall give CONTRACTOR written notice of same. (See General Conditions, DISTRICT's Right to do Work.)

1.8 RESPONSIBILITY FOR COMPLETION

The CONTRACTOR agrees that at the sole judgment of DISTRICT'S PROJECT MANAGER, whenever it becomes apparent from the current monthly updated Contract Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by DISTRICT'S PROJECT MANAGER, at no additional cost to DISTRICT:

- 1.8.1 Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of PROJECT MANAGER, the backlog of work.
- 1.8.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of DISTRICT'S PROJECT MANAGER, the backlog of work. This paragraph shall not be construed to permit the CONTRACTOR to violate the work hour restrictions specified in the Contract Documents.
- 1.8.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included: Provide alternative bid proposal as described in this section:

1. DEDUCTIVE ALTERNATE #1 (the low voltage, and any other associate work for the Gym Bleachers Replacement):

ADD _____ Dollars
(written amount)
(\$_____.____)

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, the Conditions of the Contract and Sections in Division 1 of these Specifications.
2. Extent: It is the responsibility of each Bidder to determine to his own satisfaction and for his own purposes the limits and extent of the work affected by each Alternate and to make full and proper allowance therefore in the submission of his Proposal. Where alternate details are furnished which relate to the Alternate Bid, the Bidder shall base his Alternate Bid on such details. Work required by Alternate Bids shall be performed in accordance with the Specifications of the trade sections affected.

C. Procedures:

1. Provide alternative proposals to be added to or deducted from the amount of the Base Bid if the corresponding change in scope is accepted by the DISTRICT.
2. Include within the alternative bid prices all costs, including labor, materials, installations, and fees.
3. Show the proposed alternative amounts opposite their proper description on the Contractor's Proposal.

1.1.4 Acceptance or Rejection:

1. Acceptance or rejection of Alternate Bids is subject to DISTRICT's discretion. The DISTRICT reserves the right to award any or none of the Alternate Proposal items as the DISTRICT may deem to be in its best interests and without regard to the order in which such items are listed in the Proposal.

END OF SECTION

PART 1 – GENERAL

1.1 SUMMARY

1.1.1 Section includes: General requirements for the proposal of substitutions.

1.2 MATERIAL

1.2.1 Equipment, materials, and articles incorporated into the work shall be new and suitable for the purposes intended.

1.2.2 Reference to equipment, material, article, or patented process by trade name or catalog number shall not be construed as limiting competition.

1.2.2.1 In cases where the Specifications designate a material, product, thing, or service by specific proprietary brand or trade name, and there is only one brand or trade name listed, the item involved is:

1.2.2.1.1 Used as a standard of quality which must be satisfied without compromise, or

1.2.2.1.2 The only brand or trade name known to the District and Architect.

1.2.2.2 Wherever in the Contract Documents a material, article, or process is indicated or specified by trade, patent, proprietary name, or name of manufacturer, such indication shall be deemed to be followed by the words, "or equivalent, as accepted in writing by the Architect".

1.2.2.2.1 Contractor shall submit a substitution request for Architect's written acceptance.

1.2.2.3 If the phrase "NO SUBSTITUTIONS" is used, the product is required to be used since it is a unique product application.

1.2.3 The naming of more than one manufacturer in a Section does not imply that all products of named manufacturers are acceptable for use on the Project. Where more than one proprietary name is specified, provide materials or equipment of any one of the manufacturers specified, only if full compliance with other portions of the Specifications can be provided.

1.2.4 Construction shall be in compliance with the cited standards for the materials specified.

1.3 SUBSTITUTIONS

1.3.1 Should the Contractor wish to substitute an item purported to be equal to the one specified, then the Contractor shall, no later than 35 days after Award of Contract, furnish to the Architect the name of the manufacturer, model number, color options and other pertinent data and information respecting the "or equivalent" item which has been proposed in the bid and which the Contractor contemplates incorporating in the work. If the "or equivalent" item is not found by

the Architect to be, in fact, equivalent or better, than the item specified in the Contract Documents shall be furnished. When colors have been indicated prior to Bid, Contractor shall be required to provide a custom color to match.

- 1.3.2 When required by the Contract Documents, or when directed by the District, furnish full information concerning the material or article proposed for incorporation into the work. Testing of a proposed substitute material to assure compliance with the Specifications may be required by the District at the Contractor's expense. When so directed, submit samples for acceptance. Equipment, material, and articles installed or used without required acceptance shall be at the risk of subsequent rejection, and replacement at Contractor's cost.
- 1.3.3 Substitutions shall comply with, or exceed, requirements of dimension, function, structure, durability, and appearance without exception. Use of accepted substitutions shall in no way relieve the Contractor from responsibility for compliance with the Contract Documents after installation. It shall be incumbent upon the Contractor using accepted substitutions to assume extra costs caused by the use of such substitutions where they affect other work.
- 1.3.4 Do not substitute materials, equipment, or methods unless such substitution has been reviewed and approved by the Architect. Substitutions shall be submitted to the Division of the State Architect for approval prior to acceptance by Architect.
- 1.3.5 "Or Equivalent"
 - 1.3.5.1 Where the phrases "or equivalent", "or approved equivalent", or "or equivalent as approved by the Architect" occur in the Contract Documents, do not assume that materials, equipment, or methods will be accepted as equal unless the item has been specifically accepted, in writing, for the Work by the Architect and by the Division of the State Architect, Office of Regulation Services for items which "affect health, safety or welfare."
- 1.3.6 Failure to place orders for specified equipment or material sufficiently in advance of the scheduled installation date will not be considered a valid reason upon which the Contractor may base his request for substitutions or for deviations from the Drawings and Specifications.
- 1.3.7 In the event the Contractor requests changes or revisions requiring drawings or services of the Architect or his consultants, to facilitate installation or erection of any portion of work, the Contractor shall accept the responsibility to hire and pay for the Architect's or Consultant's services. A standard hourly rate, as agreed upon, shall be paid by the Contractor whether the change is accepted or rejected. In the event the change is approved, this fee shall be deducted, and paid, from the Contract Sum.
- 1.3.8 Redesigning by the Contractor: Redesigning shall be by an Engineer licensed, in the State of California, to perform such work. In the event approval is required from authorities having jurisdiction, such approval shall be obtained by the Contractor at his expense before submitting the revised design or substitution to the Architect.

- 1.3.9 Revision After Approval: When a submittal has been reviewed by the Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an explanation acceptable to the Architect as to the reason substitution is considered necessary. Changes in Plans and Specifications, which effect safety, health or welfare, shall be made by Addenda or Change Orders approved by the Division of the State Architect.

1.4 SUBSTITUTION REQUEST FORM:

- 1.4.1 Submittal of the requested information shall be accompanied by the attached Substitution Request Form. Submit seven copies of each request to the Architect. Architect will distribute as appropriate.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

ATTACHMENT: Substitution Request Form

END OF SECTION

SUBSTITUTION REQUEST FORM

Re: ADOLFO CAMARILLO HIGH SCHOOL – GYM BLEACHERS REPLACEMENT
Project Name

Project Manual Section Number

Item

To: DC Architects
Architect

From: _____
Contractor

Reviewed for timeliness and completeness by General Contractor:

We hereby submit for your consideration the following product comparisons of the specified item and the proposed substitution:

A.	Comparison	Specified Item	Substitution
1.	Product Name/Model	_____	_____
2.	Manufacturer	_____	_____
	Address	_____	_____
	Address	_____	_____
	Phone Number	_____	_____
3.	Product Cost	_____	_____
	Installation/Labor Cost	_____	_____
4.	Delivery Time	_____	_____
	Installation Time	_____	_____
5.	Product Characteristics	_____	_____
		_____	_____
		_____	_____
		_____	_____
6.	Dimensions/Effects	_____	_____

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	_____	_____
	_____	_____
	_____	_____
7. Guarantee/Warranty	_____	_____
	_____	_____
8. ICBO No.	_____	_____
9. UL Rating	_____	_____

B. Substantiating Data:

Attach manufacturer's literature for both specified item and substitution.

C. Samples: Provide samples for both specified item and substitution, if applicable.

D. Similar Projects for Reference:

1. _____

Name	_____	Date	_____
Address	_____		
Address	_____		
Contact	_____		
Telephone	_____		

2. _____

Name	_____	Date	_____
Address	_____		
Address	_____		
Contact	_____		
Telephone	_____		

E. Maintenance Service/Parts/Supplier:

Name

Address

Address

Telephone

F. What effect does this substitution have on applicable code requirements?

G. Change Data:

Attach complete information for changes to be made to drawings and project manual.

Certification of equal performance and assumption of liability for equal performance.

The Contractor shall agree to pay for costs involved in changing the building design; including engineering, drafting and detail cost caused by the proposed substitution.

Submitted by:

_____ Name	_____ Signature		
_____ Title	_____ Date		
_____ Firm			
_____ Address			
_____ City	_____ State	_____ Zip	_____ Telephone

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Remarks:

Signature must be by persons having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For Use by District's Representative:

Accepted Not Accepted

Owner's Consultant:

By: _____

Date: _____

Accepted Not Accepted

School District:

By: _____

Date: _____

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the DISTRICT and the ARCHITECT and issued after execution of the Contract, in accordance with the provisions of this Section.

1.1.2 Related work:

1.1.2.1 Documents affecting work of this Section include, but are not necessarily limited to the Conditions of the Contract and Sections in Division 1 of these specifications.

1.1.2.2 Changes in the Work are described further in Article 66 of the General Conditions.

1.2 QUALITY ASSURANCE

1.2.1 Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.3 SUBMITTALS

Make submittals through the ARCHITECT. Submit the number of copies called for under the various items listed in this Section.

1.4 PRODUCT HANDLING

The ARCHITECT shall maintain and coordinate a Register of Bulletins and Change Orders at the job site, accurately reflecting current status of all pertinent data as submitted by the CONTRACTOR. Make the Register available to the ARCHITECT for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE DISTRICT

1.5.1 Should the DISTRICT contemplate making a change in the Work or a change in the Contract Time of Completion, the ARCHITECT will issue a "Bulletin" to the CONTRACTOR.

1.5.1.1 Bulletins will be dated and will be numbered in sequence.

1.5.1.2 The Bulletin will describe the contemplated change, and will carry one of the following instructions to the CONTRACTOR:

1.5.1.2.1 Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;

- 1.5.1.2.2 Make the described change in the Work, credit or cost for which will be determined in accordance with Article 66 of the General Conditions;
 - 1.5.1.2.3 Promptly advise the ARCHITECT as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
 - 1.5.2 If the CONTRACTOR has been directed by the ARCHITECT to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the CONTRACTOR wishes to make a claim for one or both of such changes, the CONTRACTOR shall proceed with the change and shall notify the ARCHITECT of its intention to make a claim.
 - 1.5.3 If the CONTRACTOR has been directed by the ARCHITECT to promptly advise him as to credit or cost proposed for the described change, the CONTRACTOR shall:
 - 1.5.3.1 Analyze the described change and its impact on costs time;
 - 1.5.3.2 Secure the required information and forward it to the ARCHITECT for review;
 - 1.5.3.3 Meet with the ARCHITECT as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 - 1.5.3.4 Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the DISTRICT'S cost for making the change, advising the ARCHITECT in writing when such avoidance no longer is practicable.
- 1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR
 - 1.6.1 Should the CONTRACTOR discover a discrepancy among the Contract Documents, or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the ARCHITECT.
 - 1.6.2 Upon agreement by the ARCHITECT that there is reasonable cause to consider the Contractor's proposed change, the ARCHITECT will issue a Bulletin or written direction.
- 1.7 PROCESSING BULLETINS (And/or Work Orders)
 - 1.7.1 Make written reply to the ARCHITECT in response to each Bulletin.
 - 1.7.1.1 State proposed change in the Contract Sum, if any.
 - 1.7.1.2 State proposed change in the Contract Time of Completion, if any. (There will be no additional time allotted for completion of the Project, including all overtime as required.)

- 1.7.2 Clearly describe other changes in the Work required by the proposed change.
 - 1.7.2.1 CONTRACTOR to include full backup data such as subcontractor's letter of proposal or similar information. (Including quantities and unit lists for labor and material.)
 - 1.7.2.2 Submit this response in single copy to the ARCHITECT.
- 1.7.3 When cost or credit for the change has been agreed upon by the ARCHITECT and the CONTRACTOR, the ARCHITECT will prepare a "Change Order" and submit to the CONTRACTOR, for signatures.
 - 1.7.3.1 Upon receipt of Contractor's signature, forward back to ARCHITECT for submittal and distribution to DISTRICT and other parties.

1.8 PROCESSING CHANGE ORDERS

- 1.8.1 Change Orders will be dated, numbered in sequence and contain the D.S.A. Application No. and File No. as well as O.P.S.C. Application No. and File No. (D.S.A. and O.P.S.C. No.'s required only if applicable.)
- 1.8.2 Each change order shall include the following information:
 - 1.8.2.1 A detailed description of the change required, with back-up documentation (Bulletin, Change Order Request, cost data, letters, etc.).
 - 1.8.2.2 The reason for the change.
 - 1.8.2.3 Who requested the change.
 - 1.8.2.4 The dollar amount of each item (add, deduct, or no cost).
- 1.8.3 The DISTRICT, ARCHITECT shall review, approve, and sign the Change Orders.
- 1.8.4 The ARCHITECT will distribute the required number of copies (minimum of seven (7)) of each Change Order prepared, signed and submitted to the DISTRICT.
 - 1.8.4.1 The ARCHITECT will retain one signed copy in his file, will forward the other signed copies to the Division of the State Architect (D.S.A.), and the Office of Public School Construction (O.P.S.C.) for approval (if applicable).
 - 1.8.4.2 The DISTRICT, upon approval, will sign all copies, retain one (1) signed copy for their file and return the remaining copies through the ARCHITECT for distribution.
 - 1.8.4.2.1 All Change Orders and Addenda must be approved by D.S.A. in accordance with Section 4-338 Title 24, Part 1, C.C.R. and O.P.S.C. (if applicable) prior to change being made in the Work.

1.8.4.3 All Change Orders must be approved by the DISTRICT'S Board prior to the CONTRACTOR invoicing the DISTRICT for that change.

END OF SECTION

APPLICATION AND CERTIFICATE FOR PAYMENT

Page One of Pages

TO: PROJECT: **ADOLFO CAMARILLO HIGH SCHOOL - GYM BLEACHERS** APPLICATION NO. _____ PERIOD TO: _____ Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 OTHER

FROM: ARCHITECT: DC Architects

CONTRACT FOR: _____ Project No. _____ CONTRACT DATE: _____

DSA No.: 03-120819
DCA Project No. 2020-004

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTALS:			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:
 BY: _____ DATE: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

INSPECTOR:
 BY: _____ DATE: _____

OWNER:
 BY: _____ DATE: _____

Application is made for Payments as shown below, in connection with the Contract. Schedule of Values is attached.

- 1. Original contract sum: \$ _____
- 2. Net change by Change Orders: \$ _____
- 3. Contract sum to date: \$ _____
- 4. Total completed and stored to date: \$ _____
 (Column G on Schedule of Values sheet)
- 5. Retainage:
 - a. 10 % of Completed Work
 (Column D + E on Schedule of Values Sheet)
 - b. 10 % of Stored Material
 (Column F on Schedule of Values Sheet)
 Total Retainage (Line 5a + 5b or Total in Column 1 of Schedule of Values Sheet) \$ _____
- 6. Total earned less Retainage: \$ _____
 (Line 4 less Line 5 Total)
- 7. Less previous certificates for payment: (Line 6 from prior Certificate) \$ _____
- 8. Current payment due: \$ _____
- 9. Balance to finish, plus retainage: \$ _____
 (Line 3 less Line 6)

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____
 Notary Public:

My Commission expires: _____

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT: DC Architects

BY: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INSTRUCTION SHEET
AIA DOCUMENTS G702a/G703a

A. GENERAL INFORMATION

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A20L General Conditions of the Contract for Construction, 1976 Edition.

B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign the form, have it notarized and submit it, together with G703, to the Architect.

The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: Complete the information here consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the project.

Column D: Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column I (Materials Presently Stored) from prior payments should not be entered in this column.

Column E: Enter here the value of Work completed until the time of this application, including the value of materials incorporated in the project which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from the column and incorporated into column E (Work Completed-This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retain age is permitted on a line-item basis. It need not be completed on projects where a constant retain age is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

D. MAKING PAYMENT

The owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

06/17/2020

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Section Includes: Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.1.2 Related Work:

1.1.2.1 The Progress Schedule is included in Section 013216 and shall be coordinated with the work of this Section.

1.1.2.2 RECORD DOCUMENTS: All requirements for record documents, Specifications Section 017800, shall be satisfied to the Owner's satisfaction prior to Owner's processing of each month's Application for Payment.

1.2 SCHEDULE OF VALUES

1.2.1 Coordinate preparation of the Schedule of Values with preparation of the Network Analysis Schedule.

1.2.2 Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 10 days after the issuance of the Notice to Proceed. Include with initial submission a projected monthly payment request schedule for total cost of project, for Owner's cash flow planning.

1.2.3 Acceptance of the Schedule of Values by the Architect and the District is required prior to approval and payment of the first application for payment.

1.2.4 Format and Content: The Project Manual Table of Contents may be used as a general guide to format the Schedule of Values; specific item numbers may be sequentially numerical.

1.2.4.1 The Schedule of Values shall be a detailed breakdown of the price to provide and install each item of work and material on the project.

1.2.4.2 Each line item on the Schedule of Values shall be presented to allow the Architect to easily find that item of work within the construction during his review of the construction operations and evaluate whether that line item is 100 percent complete or not.

1.2.4.3 Each line item of the Schedule of Values shall be given a value by the Contractor that, in the opinion of the Contractor, best represents the value of that work, and if required to present evidence of his opinion, the Contractor will be able to substantiate the value by the use of supplier and/or subcontractor written quotations, labor wages/rates, hourly estimates, and/or by industry recognized cost estimating references.

1.2.4.4 Each line item of the Schedule of Values shall be in such detail and coordinated with other line items of work and with the contractor's Construction Schedule, that when making application for payment each

month, each line item depicts a portion of work that can be completed within one month's pay period, reviewed by the Inspector and the Architect; if that line item is 100 percent complete, recommended to the Owner for payment. If, in the opinion of the Architect, the line item is not 100 percent complete, the line item will not be recommended for payment.

1.2.4.5 Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed. Each sheet of the Schedule of Values shall be titled and numbered sequentially.

1.2.4.5.1 Line Item Number

1.2.4.5.2 Description of Item

1.2.4.5.3 Quantity

1.2.4.5.4 Unit of Measure

1.2.4.5.5 Unit Price

1.2.4.5.6 Value of Line Item

1.2.4.5.7 Line Item Value Request this month

1.2.4.5.8 Line Item Value Previously completed

1.2.4.5.9 At the bottom of each sheet, the Total Amount of Columns f and g shall be tabulated and carried forward on each page and the TOTAL AMOUNT presented at the end.

1.2.5 Do not round any dollar amounts, the total shall equal the Contract Sum.

1.2.6 Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

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

1.3.1.1 The initial Application for Payment, the Application for Payment at the time of Substantial Completion, and the final Application for Payment involve additional requirements.

1.3.1.2 Submit a pencil draft of the approved schedule of values to the Architect by the 25th of each month.

1.3.2 Payment Application Times: The date for each progress payment is the 1st day of each month. The period of construction Work covered by each Application for Payment is the period ending the last day of the month and starting the day

following the end of the preceding period. For example, the period of a progress payment dated November 1st would be October 1st through October 31st.

- 1.3.3 Payment Application Forms: Use AIA Document G702 and the form of Schedule of Values accepted by the Architect and approved by the District.
- 1.3.4 Application Preparation: Complete each entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
 - 1.3.4.1 Entries shall match data on the Network Analysis Schedule. Use updated schedules if revisions have been made.
 - 1.3.4.2 Include amounts of Owner-approved Change Orders issued prior to the last day of the construction period covered by the application.
- 1.3.5 Transmittal: Submit six (6) executed copies (one original and five copies) of each Application for Payment to the ARCHITECT. All copies shall be complete, including waivers of lien and similar attachments, when required.
- 1.3.6 Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
 - 1.3.6.1 Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period covered by the Application.
 - 1.3.6.2 Submit final Application for Payment with or preceded by final waivers from entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- 1.3.7 Initial Application for Payment: Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
 - 1.3.7.1 List of subcontractors
 - 1.3.7.2 Schedule of Values
 - 1.3.7.3 Schedule of unit prices, if applicable
 - 1.3.7.4 Copies of permits as may be required to start the Work (encroachment permits, etc., may be obtained as necessary for sequence of construction).
 - 1.3.7.5 Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 1.3.7.6 Certificates of insurance and insurance policies
 - 1.3.7.7 Performance and payment bonds

Note: Each preceding item shall be submitted to the Architect, accepted by the Architect and approved by the Owner prior to the certification and approval of the first payment to the Contractor.

- 1.3.8 Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Administrative actions and submittals that shall proceed or coincide with this application include:
- 1.3.8.1 Occupancy permits and similar approvals
 - 1.3.8.2 Warranties (guarantees) and maintenance agreements
 - 1.3.8.3 Test/adjust/balance records
 - 1.3.8.4 Maintenance instructions
 - 1.3.8.5 Meter readings
 - 1.3.8.6 Start-up performance reports
 - 1.3.8.7 Change-over information related to Owner's occupancy, use, operation, and maintenance
 - 1.3.8.8 Final cleaning
 - 1.3.8.9 Application for reduction of retainage and consent of surety
 - 1.3.8.10 Advice on shifting insurance coverage
 - 1.3.8.11 Final progress photographs
 - 1.3.8.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion. Each work item value shall be listed and the total amount deducted from amounts owed over and above the retention.
- 1.3.9 Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
- 1.3.9.1 Completion of Project closeout requirements
 - 1.3.9.2 Completion of items specified for completion after Substantial Completion
 - 1.3.9.3 Written assurance that unsettled claims will be settled
 - 1.3.9.4 Written assurance that Work not complete and not accepted will be completed without undue delay.

- 1.3.9.5 Transmittal of required Project construction records to Owner
- 1.3.9.6 Certified property survey.
- 1.3.9.7 Proof that taxes, fees, and similar obligations have been paid
- 1.3.9.8 Removal of temporary facilities and services
- 1.3.9.9 Removal of surplus materials, rubbish, and similar elements
- 1.3.9.10 Change of door locks to Owner's access

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

- See Attached:
 - Application and Certificate for Payment
 - Continuation Sheet
 - Instruction Sheet

FROM: _____
(Trade Contractor)

REQUEST FOR INFORMATION	Project Name:	RFI#: _____
	ADOLFO CAMARILLO HS-GYM	
	Architect's Project No.: 2020-004	DATE: _____

TO: _____ Attn: _____
Fax _____

Brief Summary of this RFI: (Provide attachment if additional space is needed)

DRAWINGS REFERENCE: _____ SPEC REFERENCE: _____

PROPOSED SOLUTION: (Provide attachment if additional space is needed)

IMPACT CONTRACT TIME: _____ IMPACT CONTRACT PRICE: _____

RESPONSE NEEDED BY: WHY? (if less than 1 week): _____	SUBMITTER'S SIGNATURE: _____
--	---------------------------------

RESPONSE:

DATE: _____	DC Arch. SIGNATURE: _____ Organization: _____
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ARCHITECT
DC Architects
820 N. Mountain Ave., Ste. 200
Upland, CA 91786
Phone: (909) 985-6939 Fax: (909) 985-0864

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED:

1.1.1 Each CONTRACTOR shall coordinate his Work and Work of his subcontractors for the Project.

1.1.2 Each Contractor shall:

1.1.2.1 Coordinate work of his own employees and suppliers.

1.1.2.2 Expedite his work to assure compliance with schedules.

1.1.2.3 Coordinate his work with that of other Contractors, subcontractors, and work by DISTRICT.

1.1.3 Each Contractor shall coordinate his work and the work of his subcontractors with other Contractors on Project.

1.2 RELATED REQUIREMENTS:

1.2.1 The General Conditions of the Contract: Authority and responsibilities of the Contractor and subcontractor.

1.3 CONSTRUCTION ORGANIZATION AND START-UP:

1.3.1 The Contractor shall establish on-site lines of authority and communications, and each Contractor shall:

1.3.1.1 Attend pre-construction meeting and mandatory weekly progress meetings.

1.3.1.2 Establish procedures for inter-project communications:

1.3.1.2.1 Submittals

1.3.1.2.2 Reports and records

1.3.1.2.3 Recommendations

1.3.1.2.4 Coordination drawings

1.3.1.2.5 Resolution of conflicts

1.3.1.3 Interpret Contract Documents:

1.3.1.3.1 Consult with ARCHITECT to obtain interpretation.

1.3.1.3.2 Assist in resolution of questions or conflicts which may arise.

1.3.1.3.3 Transmit written interpretations to subcontractors and to other concerned parties.

1.3.1.4 Assist in obtaining permits and approvals:

1.3.1.4.1 Building permits and special permits required for all Work or for temporary facilities.

1.3.1.4.2 Verify that subcontractors have obtained inspections for all Work through the D.S.A. approved INSPECTOR.

1.3.1.5 Control the use of site:

1.3.1.5.1 Supervise field engineering and site layout.

1.3.1.5.2 Allocate space for each subcontractor's use for field offices, sheds, and work and storage areas as approved by the ARCHITECT.

1.3.1.5.3 Establish access, traffic, and parking allocations and regulations.

1.3.1.5.4 Monitor use of site during construction.

1.4 GENERAL DUTIES:

1.4.1 Construction Schedules - Each Contractor shall:

1.4.1.1 Monitor schedules as work progresses:

1.4.1.1.1 Identify potential variances between scheduled and probable completion dates for each phase.

1.4.1.1.2 Recommend to ARCHITECT adjustments in schedule to meet required completion dates.

1.4.1.1.3 Adjust schedules of subcontractors as required.

1.4.1.1.4 Document changes in schedule, submit to DISTRICT and ARCHITECT and to involved subcontractors.

1.4.1.1.5 Upon written notice by ARCHITECT, CONTRACTOR shall, within three (3) calendar days, provide a complete recovery schedule, including manpower loading, resource loading, detailing how the CONTRACTOR and his subcontractors will recover CONTRACTOR'S original scheduled milestone dates. Recovery schedule shall show overtime, weekends, or multiple shifts as necessary to meet each milestone of the original schedule.

- 1.4.1.2 Observe Work of each subcontractor to monitor compliance with schedule.
 - 1.4.1.2.1 Verify that labor and equipment are adequate for the Work and the schedule.
 - 1.4.1.2.2 Confirm that product procurement schedules are adequate.
 - 1.4.1.2.3 Confirm that product deliveries are adequate to maintain schedule.
 - 1.4.1.2.4 Report noncompliance to District, D.S.A. approved INSPECTOR, with recommendation for changes.
- 1.4.2 Process Shop Drawings, product data, and samples - Each Contractor shall:
 - 1.4.2.1 Prior to submittal to ARCHITECT, review for compliance with Contract Documents:
 - 1.4.2.1.1 Field dimensions and clearance dimensions.
 - 1.4.2.1.2 Relation to available space.
 - 1.4.2.1.3 Relation to other contracts and to other trades.
 - 1.4.2.1.4 Effect of any changes on the Work of any other contracts or other trades.
 - 1.4.2.1.5 Provide written approval that submittals have been approved by Contractor.
- 1.4.3 Review coordination drawings prepared by mechanical and electrical Contractors - Each Contractor shall:
 - 1.4.3.1 Prior to submittal to ARCHITECT, review for compliance with Contract Documents.
 - 1.4.3.2 Resolve conflicts and assure coordination of the Work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
- 1.4.4 Inspection and testing - Each Contractor shall:
 - 1.4.4.1 Inspect Work to assure performance in accordance with requirements of Contract Documents.
 - 1.4.4.2 Bring to ARCHITECT'S attention the need of any special testing and inspections of suspect Work.
 - 1.4.4.3 Reject Work which does not comply with requirements of Contract Documents.
 - 1.4.4.4 Coordinate Testing Laboratory services:

- 1.4.4.4.1 Verify that required laboratory personnel are present.
- 1.4.4.4.2 Verify that tests are made in accordance with specified standards.
- 1.4.4.4.3 Review test reports for compliance with specified criteria.
- 1.4.4.4.4 Recommend and administer any required retesting.
- 1.4.5 Monitor the use of temporary utilities - Each Contractor shall verify that adequate services are provided and maintained.
- 1.4.6 Monitor the CONTRACTOR'S periodic cleaning - Each Contractor shall:
 - 1.4.6.1 Enforce compliance with Specifications.
 - 1.4.6.2 Resolve any conflicts.
- 1.4.7 Arrange for delivery of DISTRICT furnished products - Each Contractor shall:
 - 1.4.7.1 Inspect for condition at delivery.
 - 1.4.7.2 Turn over to appropriate subcontractor, obtain receipt.
- 1.4.8 Changes and substitutions - Each Contractor shall:
 - 1.4.8.1 Recommend necessary or desirable changes to DISTRICT and to ARCHITECT.
 - 1.4.8.2 Review subcontractor's requests for changes and substitutions. Submit recommendations to DISTRICT and to ARCHITECT.
 - 1.4.8.3 Assist ARCHITECT in negotiating Change Orders.
 - 1.4.8.4 Promptly notify all subcontractors of pending changes or substitutions.
- 1.5 CLOSE-OUT DUTIES:
 - 1.5.1 Mechanical and electrical equipment start-up:
 - 1.5.1.1 Coordinate check-out of utilities, operations systems, and equipment.
 - 1.5.1.2 Assist in initial start-up and testing.
 - 1.5.1.3 Record dates of start of operation of systems and equipment.
 - 1.5.1.4 Submit to DISTRICT written notice of beginning of warranty period for equipment put into service.
 - 1.5.2 At completion of Work of each Contract, conduct an inspection to assure that:

1.5.2.1 Specified cleaning has been accomplished.

1.5.2.2 Temporary facilities have been removed from site.

1.5.3 Substantial Completion:

1.5.3.1 Conduct an inspection to confirm or supplement Contractor's list of work to be completed or corrected.

1.5.3.2 Assist ARCHITECT in preparation of correction list.

1.5.3.3 Supervise correction and completion of Work as established in Certificate of Substantial Completion.

1.5.4 When DISTRICT occupies a portion of Project prior to final completion, coordinate established responsibilities of CONTRACTOR and DISTRICT.

1.5.5 Final Completion:

1.5.5.1 When each Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work, prior to Punchlist.

1.5.5.2 Assist ARCHITECT in verification of final completion.

1.5.6 Administration of Contract Close-out: - Each Contractor shall:

1.5.6.1 Review final submittals and as-builts prior to transmittal.

1.5.6.2 Transmit to ARCHITECT with recommendations for action.

1.6 REQUEST FOR INFORMATION

1.6.1 Each Contractor shall plan, schedule, coordinate and sequence Work so Requests for Information (RFI), if necessary, may be submitted to the Architect in a timely manner so as not to delay progress of Work. Submission of and responses to RFI(s) with copies to District shall be transmitted via facsimile (FAX) equipment or hand-delivered.

1.6.2 Architect shall have three days and an additional four days if Architect's consultants are involved, to respond to RFI(s). When Architect responds to an RFI within the time frame allotted per the contract documents but when the response already is contained or included within contract documents, or is based on referenced standards, or is based on established and common construction practices, Contractor shall reimburse the Architect at the current DCA hourly rates.

If RFI requires Architect's Consultant(s) acknowledgement, Contractor shall reimburse consultant(s), at the same hourly rate for consultant's staff; Contractor shall also pay to the Architect, a percentage for overhead and profit to the consultant's fee, equal to the markup the Contractor adds to "Change Orders".

1.6.3 Contractor shall be billed at "Request for Payment" meeting, and payment is due on the 10th day of the following month. If payment is not received by Architect by that date, Architect's response to pending RFIs will be delayed by the same number of days as the days the payment check for RFI services is late.

1.6.4 No damages for delay due to RFI response beyond allotted time will be allowed, unless Contractor can show that RFI was not foreseeable with proper planning, scheduling, coordination, and sequencing, and the Architect's late response delayed timely purchase or delivery of equipment or material, or limited construction personnel from proceeding with their task(s), within previously listed "Construction Schedule" activity period(s).

1.7 QUALITY ASSURANCE

1.7.1 Familiarity With Contract Documents:

1.7.1.1 Contractor and all Subcontractors shall conduct a study necessary to become completely familiar with all requirements. Applicable requirements indicated or described in the Contract Documents, and the publications referred to, are a part of the Work required as though repeated in each such Section.

1.7.1.2 In the event discrepancies or conflicts are encountered, notify the Architect immediately. Where there is discrepancy between different parts of the contract documents, including referenced codes and standards, the documents requiring the higher quality, the greater quantity, or the more difficult work shall govern, unless determined otherwise by the Architect.

1.7.1.3 Promptly distribute required information to entities concerned and ensure the needed actions are taken.

1.7.2 Reporting: Unless otherwise noted by the Contractor in his transmittals, all of the Contractor's data transmittals to the Architect for the Architect's review will be construed as stipulating that the Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.

1.7.3 Interfacing: It shall be solely the responsibility of each Contractor to make sure that the assigned work completes in a timely manner and that all interfaces are prepared, connected, and function as required.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

3.1 PLANNING THE WORK

3.1.1 By thorough advance planning of activities, coordinate the following in addition to other coordination activities required:

3.1.1.1 Materials, services, and equipment purchasing.

3.1.1.2 Shipping.

3.1.1.3 Receipt and storage at the site.

3.1.1.4 Installation, including interface with related items.

3.1.1.5 Inspection and testing, to the extent required under the Contract.

3.1.1.6 Assistance in initial start-up and operational tests.

3.1.1.7 Completion of the Work, including removal and disposal of Contractor's surplus material and equipment, and final cleaning of structures and sites.

3.2 COORDINATION

3.2.1 Coordinate construction activities included under various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation connection and operation.

3.2.2 Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.

3.3 GENERAL INSTALLATION PROVISIONS

3.3.1 Coordination methods used by the Contractor are at the Contractor's option, except that the Architect may disapprove Work completed by the Contractor or data submitted by the Contractor when, in the Architect's judgment, coordination has been inadequate to ensure the specified quality.

3.3.2 Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

END OF SECTION

Attachment: RFI form

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: To enable orderly review during progress of the Work and to provide for systematic discussion of problems, the ARCHITECT will conduct project meetings throughout the construction period.

1.1.2 Related work:

1.1.2.1 Documents affecting work of this Section include, but are not necessarily limited to, the Conditions of the Contract and Sections in Division 1 of these Specifications.

1.1.2.2 The THE CONTRACTOR's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the THE CONTRACTOR'S responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

1.2.1 For those persons designated by the THE CONTRACTOR to attend and participate in project meetings, THE CONTRACTOR shall provide required authority to commit the THE CONTRACTOR to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

1.3.1 Agenda items: To the maximum extent practicable, advise the ARCHITECT at least 24 hours in advance of project meetings regarding items to be added to the agenda.

1.3.2 Minutes:

1.3.2.1 The ARCHITECT will compile minutes of each project meeting and will fax or make available required copies to the THE CONTRACTOR and required copies to the DISTRICT, ARCHITECT, and INSPECTOR.

1.3.2.2 Recipients of copies may make and distribute such other copies at their discretion.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.1 MEETING SCHEDULE

3.1.1 Except as noted below for Pre-Construction Meeting, project meetings will be held weekly.

3.1.2 Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

3.2.1 The ARCHITECT will schedule all meetings at the job site office. To the maximum extent possible, all meetings will be held at the job site office.

3.3 PRE-CONSTRUCTION MEETING

3.3.1 Pre-Construction Meeting will be scheduled by the ARCHITECT and prior to the commencement of construction, as scheduled by the ARCHITECT.

3.3.1.1 Provide attendance by authorized representatives of the CONTRACTOR and major subcontractors. (Major subcontractors pre-approved by the ARCHITECT)

3.3.1.2 The ARCHITECT will advise other interested parties, including the DISTRICT, ARCHITECT'S Consultants, Inspector, and Testing Lab and request their attendance. In all cases, the meetings shall be coordinated by the ARCHITECT to maximize meeting input and minimize the number of meetings required.

3.3.2 Minimum Agenda: Data will be distributed and discussed on at least the following items.

3.3.2.1 Organizational arrangement of CONTRACTOR'S forces and personnel, and those of subcontractors, materials, suppliers, and ARCHITECT.

3.3.2.2 Channels and procedures for communication

3.3.2.3 Construction schedule, including sequence of critical work.

3.3.2.4 Contract Documents, including distribution of required copies of original Documents and revisions.

3.3.2.5 Processing of Shop Drawings and other data submitted to the ARCHITECT for review.

3.3.2.6 Processing of Bulletins, field decisions, Work Orders, and Change Orders.

3.3.2.7 Rules and regulations governing performance of the work.

3.3.2.8 Procedures for safety and first aid, security, quality control, housekeeping, and related manners.

3.3.2.9 Format and procedures for submitting "Application and Certificate for Payment" and "Schedule of Values" forms.

3.4 PROJECT MEETINGS

3.4.1 Attendance:

- 3.4.1.1 The CONTRACTOR will assign the same person or persons to represent the CONTRACTOR at the mandatory project meetings throughout progress of the Work.
- 3.4.1.2 Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved, as pre-approved by the ARCHITECT.
- 3.4.2 Minimum Agenda:
 - 3.4.2.1 Review, revise as necessary, and approve minutes of previous meetings.
 - 3.4.2.2 Review progress of the Work since last meeting, including status of long-lead submitted material and equipment.
 - 3.4.2.3 Identify problems that impede planned progress.
 - 3.4.2.4 Develop corrective measures and procedures to regain planned schedule.
 - 3.4.2.5 Complete other current business.
 - 3.4.2.6 Revisions to minutes
 - 3.4.2.7 Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting (meetings are scheduled every seven (7) days, they will be accepted as properly stating the activities and decisions of the meeting.
 - 3.4.2.8 Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 - 3.4.2.9 Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

PART 1 - GENERAL

1.1 DEFINITIONS

- 1.1.1 Day: As used throughout the Contract, the word “day” means “calendar day” unless otherwise indicated.
- 1.1.2 Adverse weather that is normal for the area and the season shall be taken into account in the Construction Schedule.

1.2 QUALITY ASSURANCE

1.2.1 Reliance Upon Published Schedule.

- 1.2.1.1 The published schedule, as accepted, shall be an integral part of the contract and will establish interim Contract completion dates for various activities.
- 1.2.1.2 Should any activity fail to be completed within five (5) days after the stipulated schedule date, the owner shall reserve the right to order the contractor to submit a detailed recovery schedule showing all recovery dates and durations to fully recover the schedule.
- 1.2.1.3 Should any activity fail to be completed within 10 days after the stipulated schedule date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor, and as set forth in the General Conditions of the Contract.
- 1.2.1.4 Should any activity fall behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner may deem appropriate, and as set forth in the General Conditions of the Contract.
- 1.2.1.5 Cost incurred by the Owner in connection with expediting construction shall be deducted from the Contract amount.
- 1.2.1.6 Failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means, will not be considered a precedent for any other activities nor a waiver of the Owner’s rights to exercise his rights on subsequent occasions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SUBMITTAL TRANSMITTAL LETTER

DC Architects

Project Title: Adolfo Camarillo HS - Gym Bleachers Replacement School District: Oxnard Union High School District	DSA Number: 03-120819	Specification Section	Submittal No.:
Architect: DC Architects Address: 820 N. Mountain Avenue, Suite 200 Upland, CA 91786 Phone Number: 909-985-6939 Contact Name:	General Contractor: Address: Phone Number: Contact:		
Submittal Description:			
Resubmittal? <input type="checkbox"/> No <input type="checkbox"/> Yes Substitution? <input type="checkbox"/> No <input type="checkbox"/> Yes		Previous Submittal No.: _____ Specified Item: _____	

SUBMITTAL HISTORY

Date Received From Contractor:	Architect/Engineer's Shop Drawing Stamp																											
Consultant Review: <input type="checkbox"/> Civil <input type="checkbox"/> Electrical <input type="checkbox"/> Kitchen <input type="checkbox"/> Structural <input type="checkbox"/> Landscape <input type="checkbox"/> D.S.A. <input type="checkbox"/> Mechanical <input type="checkbox"/> Hardware	<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> MAKE CORRECTIONS NOTED <input type="checkbox"/> NO EXCEPTION TAKEN <input type="checkbox"/> REJECTED <input type="checkbox"/> REVISE AND RESUBMIT <input type="checkbox"/> SUBMIT SPECIFIED ITEMS </div> <p style="font-size: small; margin-top: 5px;">CORRECTIONS OR COMMENTS MADE ON THE SHOP DRAWINGS DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THIS CHECK IS ONLY FOR REVIEW OF GENERAL CONFORMANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFORMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS; SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATING HIS WORK WITH THAT OF ALL TRADES AND PERFORMING HIS WORK IN A SAFE AND SATISFACTORY MANNER.</p> SIGNED _____ DATE _____																											
Date Sent: _____ Date Due: _____ Date Received: _____	Remarks:																											
Distribution Date: _____ Number of Copies to: <table style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:15%;">P.D.</th> <th style="width:15%;">S.D.</th> <th style="width:15%;">MISC.</th> </tr> </thead> <tbody> <tr> <td>Consultant</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Architect</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Owner</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Inspector</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Contractor</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Other</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>			P.D.	S.D.	MISC.	Consultant	_____	_____	_____	Architect	_____	_____	_____	Owner	_____	_____	_____	Inspector	_____	_____	_____	Contractor	_____	_____	_____	Other	_____	_____
	P.D.	S.D.	MISC.																									
Consultant	_____	_____	_____																									
Architect	_____	_____	_____																									
Owner	_____	_____	_____																									
Inspector	_____	_____	_____																									
Contractor	_____	_____	_____																									
Other	_____	_____	_____																									

DC Architects
820 N. Mountain Ave., Ste. 200, Upland, CA 91786
Phone (909) 985-6939 / Fax (909) 985-0864

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Section Includes:

1.1.1.1 Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined, either by manufacturer's name and catalog number, by reference to recognized industry standards, or description of required attributes and performance.

1.1.1.2 To help ensure that the specified products are furnished and installed in accordance with design intent, submit design product and data in advance for review by the Architect. Review by the Architect and the design consultants in no way relieves the contractor, subcontractor, or supplier from providing the products or construction as described in the Contract Documents.

1.1.1.3 Make submittals required by the Contract Documents. Revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.2 Related Work Described Elsewhere: Additional requirements for submittals are described in other Sections of these Specifications and the General Conditions.

1.2 QUALITY ASSURANCE

1.2.1 Coordination of Submittals: Prior to each submittal, review and coordinate each item being submitted and verify that each item and the submittal conform with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, the contractor certifies that this coordination has been performed.

1.2.2 Certificates of Compliance

1.2.2.1 Certify that materials used in the Work comply with specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found not to meet specified requirements.

1.2.2.2 Show on each certification the name and location of the Work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard form containing required data. An officer of the manufacturing or fabricating company shall sign certificates.

1.2.2.3 In addition to the above information, laboratory test reports submitted shall show the date or dates of testing, the specified requirements of which testing was performed, and results of the test or tests.

1.3 SUBMITTALS

1.3.1 Contractor shall submit all shop drawings, samples, requests for substitutions, mix designs, and other items, in accordance with this Section within thirty (30) calendar days after Award of the Contract.

1.3.2 The required number of copies to submit for all shop drawings, manufactures literature, and samples shall be seven (7). Submittals will not be accepted by the Construction Manager if the correct number of copies is not received at the time of submission. Two (2) copies will be returned to the Prime Contractor. The Contractor shall make and distribute copies required for the Contractors purposes.

1.3.3 Provide required submittals for the following products to interface with other portions of the Work. Submit data to verify compliance only.

1.3.3.1 For products specified only by reference standard, select product meeting that standard, by manufacturer.

1.3.3.2 For products specified by naming several products or manufacturers, select one of the products or manufacturers named.

1.3.3.3 For products specified by naming one or more products or manufacturers and stating "or other approved", or "or approved equivalent", or other such wording on drawings or within specifications sections, submit a request for substitutions for product or manufacturer which is not specifically named, but only after submitting bid on specified products and systems.

PART 2 – PRODUCTS

2.1 SHOP DRAWINGS AND COORDINATION DRAWINGS:

2.1.1 Scale and Measurements: Make shop drawings to a scale sufficiently large to shown pertinent aspects of the item and its method of connection to the Work.

2.1.2 Reproduction of Reviewed Shop Drawings: Printing and distribution of reviewed shop drawings for the Architect's use will be by the Architect.

2.1.3 Review comments of the Architect will be shown on one bond copy when it is returned to the Contractor. The Contractor shall make and distribute copies required for his purposes.

2.2 MANUFACTURER'S LITERATURE

2.2.1 General: Where submitted literature from manufacturers includes data not pertinent to the submittal, indicate which portion of the contents is being submitted for review. Submittals not clearly marked will be returned without review.

2.3 SAMPLES

- 2.3.1 Accuracy of Samples: Precise article proposed to be furnished shall be identified with a submittal number.
- 2.3.2 Reuse of Samples: In situations accepted by the Architect, the Architect's retained sample may be used in the construction as one of the installed items.
- 2.3.3 Size of Samples: Samples shall be 6 inches by 6 inches, or manufactured width by 12 inches, unless otherwise required by the pertinent Specification section.

2.4 COLORS AND PATTERNS

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Architect for review and selection. Submit data to verify compliance only.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS:

- 3.1.1 General: Consecutively number submittals within the respective specification section. Accompany each submittal with transmittal cover letters attached to the end of this Section. Fill out each transmittal cover letter completely, number sequentially, include specification section, name of supplier or installer, and contact person and telephone number.
- 3.1.2 Internal Identification: On the first page of each copy of each submittal, and elsewhere as required for positive identification, indicate the submittal number.
- 3.1.3 Resubmittals: When material is resubmitted, transmit under a new letter of transmittal and with same submittal number plus a "alphabetic" suffix indicating it is a resubmittal, e.g. 033000.
- 3.1.4 Submittal Log: Maintain submittal log for the duration of the Contract. Show current status of submittals, with columns showing "approved", "approved as corrected", etc., to match Architect's categories. Make the submittal log available for the Architect's review upon request. Log shall be available and will be reviewed at each project meeting.

3.2 COORDINATION OF SUBMITTALS

- 3.2.1 The Contractor's Project Engineer shall be responsible to coordinate and review all submittals prior to forwarding to Architect. All submittals shall be stamped with Contractor's stamp, signed and dated, stating:
 - 3.2.1.1 Contractor has reviewed submittal for compliance with requirements of the Contract Documents.
 - 3.2.1.2 Contractor has reviewed submittal for proper interfacing with other trades.

- 3.2.2 General: Prior to making submittals, coordinate materials including, but not necessarily limited to:
 - 3.2.2.1 Determine and verify interface conditions, catalog numbers, and similar data.
 - 3.2.2.2 Coordinate with other trades as required.
 - 3.2.2.3 Clearly indicate deviations from requirements of the Contract Documents. Deviations which are not clearly called out as a deviation and which subsequently becomes a part of an approved submittal can under no circumstances be considered legitimate grounds for an additive change order.
- 3.2.3 Grouping of Submittals: Make submittals in groups containing associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying and the Contractor shall be strictly liable for occasioned delays.
- 3.2.4 Color selections for materials in the same space or same elevation shall be submitted at one time. "Piece meal" submission of the color samples or charts is unacceptable and will be returned awaiting a "complete" submission.

3.3 TIMING OF SUBMITTALS

- 3.3.1 General: Make submittals far enough in advance of dates scheduled for installation to provide time required for reviews, for possible revisions and resubmittals, for placing orders and securing delivery, and as otherwise required by Part 1.3 of this Section.
- 3.3.2 Architect's Review Time: In scheduling, allow at least seven (7) calendar days for review by the Architect following his receipt of the submittal or as otherwise may be required under each Specification section. Allow an additional 10 days for reviews involving Architect's consultants or as otherwise may be required under each Specification section.
- 3.3.3 Delays: Delays caused by tardy submission of submittals or resubmittals will not be an acceptable basis for extension of the Contract completion time.

3.4 ARCHITECT'S REVIEW

- 3.4.1 General: Corrections or comments made on Shop Drawings during his review shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of other trades, and performing his work in a safe and satisfactory manner.
 - 3.4.1.1 Authority to Proceed: The notations "Furnish as Submitted" or "Furnish as Corrected" authorize the Contractor to proceed with fabrication,

purchase, or both or the items so noted, subject to the revisions, if any, required by the Architect's review comments.

3.4.1.2 Revisions: The notations "Revise and Resubmit" or "Submit Specified Item" means make revisions required by the Architect and resubmit. If the Contractor considers required revision to be a change, he shall so notify the Architect as provided for under "Changes" or "Changes in the Work" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the Drawing. Make only those revisions directed by or accepted by the Architect.

3.4.1.3 Rejection: The notation "Rejected" means the submission does not meet requirements of project contract documents. Make new submission meeting project contract documents.

END OF SECTION

Attachment: Contractor's SUBMITTAL TRANSMITTAL LETTER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

1.2.1 This Section specifies administrative requirements for compliance with governing regulations, codes, and standards.

1.2.1.1 Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.2.1.2 Refer to General Conditions for requirements for compliance with governing regulations.

1.3 DEFINITIONS

1.3.1 GENERAL

Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

1.3.2 INDICATED

Refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

1.3.3 DIRECTED

Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the ARCHITECT, and similar phrases. However, no implied meaning shall be interpreted to extend the ARCHITECT'S responsibility into the CONTRACTOR'S area of construction supervision.

1.3.4 APPROVED

The term "approved," where used in conjunction with the ARCHITECT'S action on the CONTRACTOR'S submittals, applications, and requests, is limited to the responsibilities and duties of the ARCHITECT stated in General Conditions. Such approval shall not release the CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

1.3.5 REGULATION

The term "Regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and

agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

1.3.6 FURNISH

The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

1.3.7 INSTALL

The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

1.3.8 PROVIDE

The term "provide" means "to furnish and install, complete and ready for the intended use."

1.3.9 INSTALLER

An "Installer" is an entity engaged by the CONTRACTOR either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1.3.9.1 The term "experienced," when used with the term "Installer" means having a minimum of five (5) previous projects similar in size and scope to this project, having familiarity with the precautions required, and having compliance with requirements of the authority having jurisdiction.

1.3.10 PROJECT SITE

"Project Site" is the space available to the CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

1.3.11 TESTING LABORATORIES

A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1.3.12 DAYS

Days shall mean calendar days in every case.

1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions. None of the explanations shall be interpreted to modify the substance of Contract Requirements.

1.4.1 SPECIFIED FORMAT

These Specifications are organized into Divisions, Sections, or Trade Headings based on Construction Specifications Institute's 16-Division format and the

MASTER FORMAT numbering system. This organization conforms generally to recognized construction industry practice.

1.4.2 SPECIFIED CONTENT

This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1.4.2.1 Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

1.4.2.2 Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the CONTRACTOR. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the CONTRACTOR, or by others when so noted.

1.4.3 ASSIGNMENT OF SPECIALISTS

The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the CONTRACTOR has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the CONTRACTOR.

1.4.3.1 This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

1.4.3.2 Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.5 DRAWING SYMBOLS

1.5.1 GRAPHIC SYMBOLS

Graphic Symbols used on Drawings are those recognized in the construction industry for purpose indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., Seventh Edition.

1.5.2 MECHANICAL / ELECTRICAL DRAWINGS

Graphic Symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigerating, & Air-Conditioning Engineers (ASHRAE). Where appropriate, they

are supplemented by more specific symbols recommended by technical associations including American Society Mechanical Engineers (ASME), American Society of Plumbing Engineers (ASPE), Institute of Electrical and Electronics Engineers (IEEE), and similar organizations. Refer instances of uncertainty to the ARCHITECT for clarification before proceeding.

1.6 INDUSTRY STANDARDS

1.6.1 APPLICABILITY OF STANDARDS

Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents by reference. Individual Sections indicate which codes and standards the CONTRACTOR must keep available at the Project site for reference.

1.6.1.1 Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

1.6.1.2 Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

1.6.1.3 Unreferenced standards. Except as otherwise limited by the Contract Documents, standards not referenced but recognized in the industry as applicable will be informed for performance of the Work. The ARCHITECT will decide whether a code or standard is applicable, or which of several are applicable.

1.6.2 PUBLICATION DATES

Where compliance with an industry standard is required, comply with the standard in effect as of date of Contract Documents.

1.6.2.1 Updated standards. At the request of the ARCHITECT, CONTRACTOR or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and issued after the date of the Contract Documents and before performance of Work affected. The ARCHITECT will decide whether he will issue a Change Order to proceed with the updated standard.

1.6.3 CONFLICTING REQUIREMENTS

Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the ARCHITECT for a decision before proceeding.

1.6.3.1 Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these

requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the ARCHITECT for Decision before proceeding.

1.6.4 COPIES OF STANDARDS

Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1.6.4.1 Where copies of standards are needed for performance of a required construction activity, the CONTRACTOR shall obtain copies directly from the publication source.

1.6.4.2 Although copies of standards needed for enforcement of requirements may be part of required submittals, the ARCHITECT reserves the right to require the CONTRACTOR to submit additional copies as necessary for enforcement of requirements.

1.6.5 ABBREVIATIONS AND NAMES

Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.7 GOVERNING REGULATIONS / AUTHORITIES

The ARCHITECT has contacted authorities having jurisdiction where necessary to obtain information necessary for the preparation of Contract Documents; that information may or may not be of significance to the CONTRACTOR. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

1.8 SUBMITTALS

1.8.1 PERMITS, LICENSES, AND CERTIFICATES

For the DISTRICT records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Throughout the Contract Documents, reference is made to codes and standards, which establish qualities and types of workmanship and materials as well as methods for testing and reporting on the pertinent characteristics.
- 1.1.2 Provide materials and workmanship that meet or exceed the specifically named code or standard.
- 1.1.3 Deliver to the ARCHITECT required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested by the ARCHITECT and will generally be required to be copies of a certified report of tests conducted by a testing agency acceptable for that purpose to the ARCHITECT.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications. Comply with laws, ordinances, and regulations of authorities having jurisdiction. Proof of compliance with laws, ordinances, and regulations shall be by the signed approval of the respective authorities having jurisdiction. Costs relative thereto shall be borne by the CONTRACTOR.

1.3 QUALITY ASSURANCE

- 1.3.1 Familiarity with Pertinent Codes and Standards: Verify the requirements of the specifically named codes and standards as well as requirements mandated by law, ordinance, and authority. Verify that the items procured and installed in this Work meet or exceed the specified requirements.
- 1.3.2 Rejection of Noncomplying Items: The ARCHITECT reserves the right to reject items incorporated into the Work, which fail to meet such minimum requirements.

1.4 APPLICABLE CODES

- 1.4.1 Work of the project shall conform to the following Codes, copies of which shall be maintained at the job site by the CONTRACTOR throughout the duration of the work:
 - 1.4.1.1 2019 Building Standards Administrative Code, Part 1, Title 24, C.C.R.
 - 1.4.1.2 2019 California Building Code (CBC), Part 2, Title 24, C.C.R.
(2018 International Building Code with 2019 California Amendments)
 - 1.4.1.3 2019 California Electric Code (CEC), Part 3, Title 24, C.C.R.
(2017 National Electric Code with 2019 California Amendments)
 - 1.4.1.4 2019 California Mechanical Code (CMC), Part 4, Title 24, C.C.R.
(2018 Uniform Mechanical Code with 2019 California Amendments)
 - 1.4.1.5 2019 California Plumbing Code (CPC), Part 5, Title 24, C.C.R.
(2018 Uniform Plumbing Code with 2019 California Amendments)

- 1.4.1.6 2019 California Energy Code (CEnC), Part 6, Title 24, C.C.R.
- 1.4.1.7 2019 California Fire Code (CFC), Part 9, Title 24, C.C.R.
(2018 International Fire Code with 2019 California Amendments)
- 1.4.1.8 2019 California Referenced Standards Code, Part 12, Title 24, C.C.R.
- 1.4.1.9 Regulations of the State Fire Marshal, C.C.R. Title 19
- 1.4.1.10 NFPA 13 Automatic Sprinkler Systems, 2016 edition (CA Amended)
- 1.4.1.11 NFPA 14 Standpipe & Hose Systems, 2016 edition (CA Amended)
- 1.4.1.12 NFPA 17 Dry Chemical Extinguishing Systems, 2017 edition
- 1.4.1.13 NFPA 17A Wet Chemical Extinguishing Systems, 2017 edition
- 1.4.1.14 NFPA 20 Stationary Fire Pumps for Fire Protection, 2016 edition
- 1.4.1.15 NFPA 24 Private Fire Service Mains, 2016 edition (CA Amended)
- 1.4.1.16 NFPA 25 Inspection, Testing and Maintenance of Water Based Fire Protection Systems, 2013 California Edition
- 1.4.1.17 NFPA 37 Installation and Use of Stationary Combustion Engines and Gas Turbines, 2015 edition.
- 1.4.1.18 NFPA 72 National Fire Alarm and Signaling Code, 2016 edition (CA Amended)
- 1.4.1.19 NFPA 80 Fire Doors and other Opening Protectives, 2016 edition
- 1.4.1.20 NFPA 101 Life Safety Code, 2018 Edition
- 1.4.1.21 NFPA 110 Emergency and Standby Power Systems, 2016 edition
- 1.4.1.22 NFPA 170 Standard for Fire Safety and Emergency Symbols, 2018 edition
- 1.4.1.23 NFPA 221 Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls, 2018
- 1.4.1.24 NFPA 2001 Clean Agent Fire Extinguishing Systems, 2015 edition
- 1.4.1.25 ICC 300 Standards on Bleachers, Folding and Telescopic Seating, and Grandstands 2017 edition
- 1.4.1.26 ICC-ES AC77 Acceptance Criteria for Smoke Containment Systems Used with Fire-resistance-rated Elevator Hoistway Doors and Frames
- 1.4.1.27 SFM Std. 12-10-1 Power Operated Exit Doors

- 1.4.1.28 SFM Std. 12-10-2 Single-Point Latching or Locking Devices
- 1.4.1.29 SFM Std. 12-10-3 Emergency Exit and Panic Hardware
- 1.4.1.30 SFM Std. 12-7A Materials and Construction Methods for Exterior Wildfire Exposure
- 1.4.1.31 UBC Std. 15-2 Test Standard for Determining the Fire Retardancy of Roof-Covering Materials
- 1.4.1.32 UL 38 Manual Operating Signal Boxes, 1999 edition w/ revisions through February 2, 2005 as amended.
- 1.4.1.33 UL 268 Smoke Detectors for Fire Protective Signaling Systems, 2009 edition
- 1.4.1.34 UL 268A Smoke Detectors Duct Applications, 1999 edition w/revisions through October 22, 2003
- 1.4.1.35 UL 294 Standard for Access Control System Units, 1999 edition w/revisions through February 2015
- 1.4.1.36 UL 305 Standard for Panic Hardware, 2012 edition
- 1.4.1.37 UL 346 Waterflow indicators for Fire Protective Signaling Systems, 2005 Edition
- 1.4.1.38 UL 464 Audible Signal Appliances, 2003 edition
- 1.4.1.39 UL 521 Heat Detectors for Fire Protective Signaling Systems, 1999 edition, w/revisions through July 20, 2005
- 1.4.1.40 UL 864 Control Units for Fire Protective Signaling Systems, 2003 edition w/revisions through December 2014
- 1.4.1.41 UL 2034 Standard for Single- and Multiple Station Carbon Monoxide Alarms, 2017 edition

Reference code section for NFPA Standards- 2019 CBC (SFM) Chapter 35.
See Chapter 35 for State of California amendments to NFPA Standards.

1.5 REFERENCE STANDARDS

- 1.5.1 Standards referenced in the Specifications are usually referred to by the abbreviation of the organization's name and the designation of the document

(e.g., ASTM A 36). Documents in common use may be referred to by their own designation (e.g., the National Electrical Code is published by the National Fire Protection Association as NFPA-70, but is referred to as NEC and is part of a series of documents or standards referred to as the National Fire Code). References are to the latest issue of the publication available on the date stipulated for the receipt of bids.

STANDARDS ORGANIZATIONS

AA	Aluminum Association
AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Material
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders' Hardware Manufacturers Association
CDA	Copper Development Association
CCR	California Code of Regulations
CGA	Compressed Gas Association

CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of U.S. Dept. of Commerce
CTI	Ceramic Tile Institute
CSMA	Chemical Specialties Manufacturing Association
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Council
FM	Factory Mutual System
FS	Federal Specification
GA	Gypsum Association
HI	Hydraulic Institute, Hydraulics Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
MIL	Military Specifications
ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Manufactures
NBS	National Bureau of Standards
NEBB	National Environmental Balancing Bureau
NEC	National Electric Code (NFPA)
NEMA	National Electric Manufacturers Association
N FLUID PA	National Fluid Power Association

NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association
PS	Product Standard (of NBS)
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
CBC	California Building Code, 2013
CBC	California Building Standards Administrative Code (Part 1, Title 24, CCR). 2013 California Building Code, Volumes 1, 2, and 3 (Part 2, Title 24, CCR). (2012 Edition International Building Code with 2013 California Amendments).
UL	Underwriters' Laboratories
WIC	Woodwork Institute of California
WLPDIA	Western Lath Plaster Drywall Industries Association
CMC	California Mechanical Code – See IAPMO
CPC	California Plumbing Code – See IAPMO
TITLE	Title 24, C.C.R., Parts 1 and 2

PART 2 - PRODUCTS
(Not Applicable)

PART - 3 EXECUTION
(Not Applicable)

END OF SECTION

PART 1 – GENERAL

1.1 GENERAL

1.1.1 DISTRICT will employ and pay for the services of an Independent Testing Laboratory approved by D.S.A. to perform specified Testing.

1.1.1.1 The CONTRACTOR shall cooperate with the Laboratory and shall in no way relieve the CONTRACTOR's obligation to perform the Work of the Contract.

1.1.1.2 Employment of the Laboratory shall in no way relieve the CONTRACTOR's obligations to perform the Work of the Contract.

1.2 RELATED WORK

1.2.1 Related Requirements in other parts of the Project Manual:

1.2.1.1 Inspections and testing required by laws, ordinances, rules, regulations, orders or approval of public authorities: General Conditions.

1.2.2 Related Requirements Specified in Other Sections:

1.2.2.1 Certification of Products: The respective section of this Specification.

1.2.2.2 Test, Adjust, and Balance of Equipment: The respective section of this Specification.

1.2.2.3 Laboratory Test Required, and Standards for Testing: The respective sections of this Specification.

1.3 DISTRICT INSPECTOR

1.3.1 An Inspector, approved by D.S.A., employed by the DISTRICT in accordance with the Requirements of the State of California Code of Regulation, Title 24, will be assigned to the Work. His/her duties are specifically defined in Title 24, Part 1, Section 4-342.

1.3.2 The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the Work at any time. The CONTRACTOR shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the Work shall not relieve the CONTRACTOR from any obligation to fulfill this Contract.

1.4 QUALIFICATION OF LABORATORY

1.4.1 Meet "Recommended Requirements for Independent Laboratory Qualification" published by American Council of Independent Laboratories.

- 1.4.2 Meet basic requirements of ASTM E 339, "Standards for Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
- 1.5 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY
 - 1.5.1 Laboratory is not authorized to:
 - 1.5.1.1 Release, revoke alter or enlarge on requirements of Contract Documents.
 - 1.5.1.2 Approve or accept any portion of the Work.
 - 1.5.1.3 Perform any duties of the CONTRACTOR.
- 1.6 CONTRACTOR'S RESPONSIBILITIES
 - 1.6.1 Cooperate with Laboratory personnel and provide access to Work and to manufacturer's operations.
 - 1.6.2 Secure and deliver to the Laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
 - 1.6.3 Provide to the Laboratory the preliminary design mix proposed to be used for material mixed which require control by the testing laboratory.
 - 1.6.4 Furnish incidental labor and facilities:
 - 1.6.4.1 To provide access to Work to be tested.
 - 1.6.4.2 To obtain and handle samples at the project site or at the source of the product to be tested.
 - 1.6.4.3 To facilitate inspections and tests.
 - 1.6.4.4 For storage and curing of test samples.
 - 1.6.5 Notify D.S.A. approved Inspector a minimum of 24 hours in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
 - 1.6.5.1 When tests or inspections cannot be performed after such notice, reimburse DISTRICT for Laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
 - 1.6.6 Make arrangements through the DISTRICT'S PROJECT MANAGER and INSPECTOR and pay for additional samples and tests required for the CONTRACTOR'S negligence.
 - 1.6.7 Employ and pay for the services of a separate, equally qualified Independent Testing Laboratory to perform additional inspection, sampling and testing

required when initial tests indicate Work does not comply with Contract Documents.

1.6.8 The District shall pay and back charge the CONTRACTOR for additional testing of all failed tests for this project and special testing required which may be required due to any failed test samples.

1.6.9 The CONTRACTOR shall pay for all tests and inspections of materials which require testing of material outside of the State for where this Project is constructed to include providing travel expenses, lodging expenses, tools or testing devices, etc., for the testing laboratory personnel.

1.7 SUBMITTALS

1.7.1 Furnish copies of reports promptly for distribution as follows:

1.7.1.1 One (1) copy to DISTRICT

1.7.1.2 One (1) copy to ARCHITECT

1.7.1.3 One (1) copy to Structural Engineer

1.7.1.4 One (1) copy to D.S.A. approved Inspector

1.7.1.5 Two (2) copies to the Division of the State Architect (D.S.A.) or as required by codes and ordinances.

1.7.2 Each report shall include, as applicable:

1.7.2.1 Date issued.

1.7.2.2 Project title and DSA Application Number.

1.7.2.3 Testing laboratory name, address, and telephone number.

1.7.2.4 Name and signature of laboratory inspector.

1.7.2.5 Date and time of sampling or inspection.

1.7.2.6 Record of temperature and weather conditions.

1.7.2.7 Date of test.

1.7.2.8 Identification of product and specification section.

1.7.2.9 Location of sample test in the Project.

1.7.2.10 Type of inspection or test.

1.7.2.11 Results of tests and compliance with Contract Documents.

1.7.2.12 Interpretation of test results, when requested by ARCHITECT.

1.7.2.13 All tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported.

1.7.2.14 That the material or materials were sampled and tested in accordance with the requirements of Title 24 and with this Specification.

1.8 SCHEDULE OF INSPECTIONS AND TESTS BY OWNER'S TESTING AGENCY

1.8.4 Structural Steel (Title 24, Part 2, Chapter 22A)

1.8.4.1 Materials

1.8.4.1.1 Structural Steel, Cold Formed Steel – 2205A.1

1.8.4.1.2 Cold Formed Steel – 2209A.1

1.8.4.1.3 Material Identification - 2203A.1

1.8.4.1.4 High Strength Bolts, Nuts, Washers – 2212A.1

1.8.4.2 Structural Steel Inspection

1.8.4.2.1 Shop Fabrication Inspection – 1704A.3.2

1.8.4.2.2 High Strength Bolt Inspection – 1704A.3.3

1.8.4.2.3 Welding Inspection – 1704A.3.1

1.8.5 Miscellaneous Fasteners:

1.8.5.1 Anchorage test methods as shown on drawings and specified in respective sections.

1.8.6 Wood (Title 24, Part 2, Chapters 23):

1.8.6.1 Materials

1.8.6.1.1 Lumber and Plywood Grading – 2303.1

Note: Chapters and Articles refer to the 2019 Edition CBC with 2018 State of California amendments and Title 24, Parts 1 and 2.

END OF SECTION

PART 1 - GENERAL

- 1.1 SECTION INCLUDES: Furnishing and installing required temporary facilities as indicated or specified as required for proper performance of the Contract. Locate temporary facilities where directed by the ARCHITECT and maintain in a safe and sanitary condition at all times until completion of the Contract.
- 1.1.1 Related Documents: The Conditions of the Contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
- 1.2 REGULATORY REQUIREMENTS:
- 1.2.1 Comply with governing regulations and utility company regulations and recommendations.
- 1.2.2 Comply with pollution and environmental protection regulations for use of water and energy, for discharge of wastes and storm drainage from Project Sites, and for control of dust, air pollution, and noise.
- 1.2.3 Temporary construction shall conform to requirements of State, County, and local authorities and underwriters which pertain to operation, health, safety, and fire hazard. CONTRACTOR shall furnish and install items necessary for conformance with such requirements, whether or not called for under the separate division of these specifications.
- 1.2.4 Comply with Federal Storm Water Mitigation requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.1 TEMPORARY HEATING AND VENTILATING:
- 3.1.1 The CONTRACTOR shall provide adequate forced ventilation of enclosed areas for curing of their installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases from his operation.
- 3.1.2 The CONTRACTOR shall provide and pay for venting and cooling for their labor throughout the Project to ensure adequate levels to permit personnel to properly perform their construction activities and to ensure a safe working condition.
- 3.1.3 The CONTRACTOR shall maintain required room temperature needed per manufacturer recommendation for their construction material installation.
- 3.2 CONSTRUCTION EQUIPMENT:
- 3.2.1 The CONTRACTOR shall, at his own cost, provide necessary equipment as required and, upon completion of the Work, remove such temporary equipment.

- 3.2.2 CONTRACTOR shall erect, equip, and maintain construction equipment in strict accordance with applicable statutes, laws ordinances, rules, and regulations of authority having jurisdiction.
- 3.2.3 CONTRACTOR shall provide, maintain, and remove, upon completion of the Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings, and other temporary construction as required for all Work thereunder.
- 3.3 STORAGE:
- 3.3.1 Operations of the CONTRACTOR, including storage of materials, shall be confined to areas approved. CONTRACTOR shall be liable for damage caused by him during such use of property of the DISTRICT or other parties. CONTRACTOR shall save the DISTRICT and the ARCHITECT and his employees free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons. Storage facilities shall provide protection of products from excessive cold, heat, moisture, humidity, or physical abuse as specified in the respective sections for the products stored.
- 3.4 STORM PROTECTION:
- 3.4.1 Should warnings or presence of heavy rain or high winds be noted, the CONTRACTOR shall take every practical precaution to eliminate or prevent danger to the Work and to adjacent property. These precautions shall include closing all openings to make them weather tight, removing loose materials, tools, or equipment from exposed locations, and removing or securing scaffolding.
- 3.4.2 CONTRACTOR to develop a Storm Water Mitigation Plan to be approved by the local authorities meeting the Federal Act of September 1993, and provide the DISTRICT a copy.
- 3.4.3 The CONTRACTOR shall implement all required Storm Water Mitigation measures associated with their operations. (Not required for these projects)
- 3.5 MAINTENANCE AND REMOVAL
- 3.5.1 Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work, and as directed by the ARCHITECT.
- 3.5.2 Remove temporary facilities and controls, such as temporary office facilities barricades, storage sheds, utilities, and other construction of a temporary nature as rapidly as the progress of the Work will permit, and as directed by the ARCHITECT, and recondition and restore portions of the site occupied to original condition to be acceptable to DISTRICT and ARCHITECT.

END OF SECTION

1.1 WORK SPECIFIED IN THIS SECTION

1.1.1 Work In this section includes all labor, equipment, and materials necessary for the implementation, maintenance, and monitoring of the STORM WATER POLLUTION PREVENTION PLAN (S.W.P.P.P.). A copy of the S.W.P.P.P. is available from the DISTRICT.

1.1.2 Principal items of Work included Herein:

1.1.2.1 Plan administration, maintenance, and updates.

1.1.2.2 Placement of Erosion/Pollution control devices.

1.1.2.3 Maintenance and monitoring of control devices.

1.1.2.4 Non-Storm Water Manager.

1.1.2.5 Miscellaneous related work necessary for plan compliance.

1.1.2.6 Reports and Certificates

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

1.2.1 All other sections of this Specification shall comply with the requirements of this section. All trades working on the Project need to be aware of and in compliance with the S.W.P.P.P.

1.2.2 All materials that can potentially enter and/or pollute storm water discharges and the generation of non-storm water discharges shall be in compliance with the S.W.P.P.P. Representative materials and procedures include erosion control of native and fill materials, construction vehicles and equipment, soil treatment chemicals, and general construction debris potentially entering the storm drain system's natural flow course.

1.3 REGULATORY REQUIREMENTS

1.3.1 Prior to the beginning of construction on this site, the DISTRICT will be filing with the State of California, State Water Resources Control Board a Notice of Intent (N.O.I.) that this Project will comply with the terms of the State Water Resources Control Board's National Pollutant Discharge Elimination System (NPDES) General Permit No. CA5000002, Waste Discharge Requirements (WDRS) for discharge of storm water run-off associated with construction activity. With the filing of the N.O.I., the THE CONTRACTOR will be obligated to comply with the requirements of the State's General Permit with the implementation and maintenance of the S.W.P.P.P.

1.4 QUALITY ASSURANCE

1.4.1 Pre-construction Conference: The CONTRACTOR, all Subcontractors, and all heavy equipment operators shall attend the pre-construction conference, at which

time the working copies of the S.W.P.P.P. will be presented to the THE CONTRACTOR and the S.W.P.P.P. requirements will be reviewed.

1.4.2 THE CONTRACTOR shall submit a list of measures they will execute for their respective bid package(s) within thirty-five (35) calendar days after issuance of the Letter of Intent and/or the Notice to Proceed.

1.4.3 THE CONTRACTOR, ARCHITECT, PROJECT ENGINEER, and Construction Superintendent shall become familiar with all aspects of the S.W.P.P.P. (including the State's General Permit) and shall be responsible for ensuring compliance with the S.W.P.P.P. for the project.

1.4.4 THE CONTRACTOR shall educate, direct, and enforce compliance with the requirements of the S.W.P.P.P. by all subcontractors.

1.5 PERFORMANCE REQUIREMENTS

1.5.1 The Storm Water Pollution Prevention Plan is a minimum requirement that THE CONTRACTOR and all subcontractors shall abide by. Revisions and modifications to the S.W.P.P.P. are acceptable only if they maintain levels of protection equal to or greater than originally specified.

1.5.2 The CONTRACTOR and all Subcontractors shall read and be thoroughly familiar with all of the requirements of the S.W.P.P.P. The CONTRACTOR shall be responsible for the performance of Subcontractors. The CONTRACTOR shall inspect and monitor all Subcontractors' work and storage areas for compliance with the S.W.P.P.P. prior to any anticipated rain.

1.5.3 Penalties: THE CONTRACTOR shall pay any fines and be liable for any other penalties that may be imposed by the regulatory agency for non-compliance with the S.W.P.P.P. during the course of Work. In the cases of violations, CONTRACTORS shall be responsible to complete any and all corrective measures, at his own expense, as may be directed by the regulatory agency.

1.6 MATERIALS

1.6.1 Provide all temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the S.W.P.P.P.

1.6.2 Provide Erosion Control/Storm Water Pollution Prevention measures and Temporary Fencing per drawings.

1.7 IMPLEMENTATION

1.7.1 All measures required by the S.W.P.P.P. shall be implemented concurrent with the commencement of construction. Pollution prevention practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.

1.7.2 THE CONTRACTOR shall conduct an inspection of all erosion control and pollution prevention devices prior to any anticipated storm event to verify all

S.W.P.P.P. measures are in place and to identify and mitigate any new potential pollution sources created or caused by the ongoing construction.

1.7.3 After storm events, the THE CONTRACTOR shall conduct an inspection of the Project site to verify the performance of the erosion control and pollution prevention devices in reducing pollutant loading of the discharged storm water associated with the construction activity.

1.7.4 THE CONTRACTOR and all subcontractors will be required to eliminate or reduce to the extent feasible the discharge of materials other than storm water to the storm drain system and/or receiving waters as dictated by the State General Permit and S.W.P.P.P.

1.8 REPORTING

1.8.1 THE CONTRACTOR shall prepare all inspection records for each inspection done prior to and just after all storm events as required by the S.W.P.P.P. with two copies forwarded to the DISTRICT.

1.8.2 THE CONTRACTOR shall prepare the overall certification based upon the inspection reports for DISTRICT'S use in certifying the Project site's compliance with the S.W.P.P.P. and the State's General Permit.

1.9 COMPLETION OF WORK

1.9.1 Clean-up shall be performed as each portion of the Work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent S.W.P.P.P. devices shall be in place and maintained in good condition.

1.9.1.1 At completion of work, THE CONTRACTOR, ARCHITECT and DISTRICT shall inspect installed S.W.P.P.P. devices, and CONTRACTOR shall present the currently implemented S.W.P.P.P. with all backup records to the DISTRICT.

END OF SECTION

<p>DISTRICT LOGO</p> <p>ADOLFO CAMARILLO H. S. GYM BLEACHERS REPLACEMENT OXNARD UNION HIGH SCHOOL DISTRICT</p> <p>Funded by Statewide School Construction Bonds Administered by the State Allocation Board and the Department of General Services through The Office of Public School Construction</p> <p>BOARD OF EDUCATION</p> <table border="0"> <tr><td>President</td><td>Name</td></tr> <tr><td>Vice President</td><td>Name</td></tr> <tr><td>Clerk</td><td>Name</td></tr> <tr><td>Member</td><td>Name</td></tr> <tr><td>Member</td><td>Name</td></tr> </table> <p>SUPERINTENDENT OF SCHOOLS Name</p> <p>ASSISTANT SUPERINTENDENTS Name Name Name</p> <p>ARCHITECT Company Contact Name Address</p> <p>GENERAL CONTRACTOR Name</p>	President	Name	Vice President	Name	Clerk	Name	Member	Name	Member	Name	<p>← 2" WIDE BORDER STRIPE</p> <p>← 8" Ø DISTRICT LOGO [See Drawing T1-1]</p> <p>← 4" HIGH LETTERS</p> <p>← 3" HIGH LETTERS</p> <p>← 2" ALL REMAINING LETTERS</p> <p>← 4' X 8' MDO PLYWOOD SIGN</p> <p>(SIGN MAY BE HORIZONTAL)</p> <p>TYPE STYLE: HELVETICA MEDIUM</p> <p>PAINT BACKGROUND AMERITONE IM48E "MANGROVE"</p> <p>PAINT LETTERS & BORDER STRIPE BLACK</p>
President	Name										
Vice President	Name										
Clerk	Name										
Member	Name										
Member	Name										

PART 1 – GENERAL

1.01 SIGNS

- A. Contractor shall provide and post the following sign in a place as directed by the Architect. Keep sign in good condition until construction is complete. Remove when project is complete or as directed by the Architect.
1. Wording: Similar to Attachment, to be provided by District.
 2. Colors: To be provided by District.
 3. Plywood Panel: $\frac{3}{4}$ inch thick, MDO Douglas fir, Exterior Grade.
 4. Posts: 4 inches by 4 inches minimum.; redwood Merchantable Grade; or pressure-treated Douglas fir, No. 1 Grade.
 5. Footings: Set posts 3 feet 0 inches deep min. into 12 inches minimum diameter concrete footings.

END OF SECTION

- See Attachment A

PART 1 – GENERAL

1.1 SUMMARY

1.1.1 Section Includes: General requirements for delivery, storage, and handling of materials and equipment applicable to the product sections of this specification and necessary for the construction of the Project.

1.1.2 Related Sections:

1.1.2.1 Section 012513 – Product Substitution Procedures.

1.2 GENERAL

1.2.1 Material and Equipment incorporated into the Work:

1.2.1.1 Conform to applicable specification and standards.

1.2.1.2 Comply with size, make, type, and quality specified.

1.2.2 Manufactured and Fabricated Products:

1.2.2.1 Design, fabricate, and assemble in accordance with the best engineering and shop practices.

1.2.2.2 Manufacture like parts of duplicate units to standard sizes and gauges for interchangeability.

1.2.2.3 Two or more items of the same kind shall be identical, by the same manufacturer.

1.2.3 Reused Materials: Where the contract documents indicate that existing materials may be reused, such materials must be of like-new sound condition when reincorporated in the work.

1.2.3.1 Metals must be free of rust, corrosion, and dents, and must be restored to a like-new finish by cleaning, polishing, or refinishing, whichever is appropriate.

1.2.3.2 Materials to be reused shall be approved for reuse by the Inspector.

1.2.4 Supplementary materials not specifically described in each Section, but required for a complete and proper installation of the Work, shall be new, first quality of their respective kinds, and subject to review and acceptance by the District.

1.3 DELIVERY

1.3.1 Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation. Notify the Inspector of Record, in writing, when items are delivered to the site, so he may inspect and verify quality and quantities delivered are as intended.

- 1.3.2 Coordinate deliveries to avoid conflict with work and conditions at site, taking into consideration:
 - 1.3.2.1 Work of the Contractors, or District.
 - 1.3.2.2 Limitations of storage space.
 - 1.3.2.3 Availability of equipment and personnel for handling products.
 - 1.3.2.4 District's use of premises.
- 1.3.3 Deliver products in undamaged condition in original containers or packaging and with identifying labels intact and legible.
- 1.3.4 Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment to permit easy accumulation of parts and to facilitate assembly.
- 1.3.5 Immediately on delivery, inspect shipment to ensure:
 - 1.3.5.1 Product complies with requirements of Contract Documents and reviewed submittals.
 - 1.3.5.2 Quantities are correct.
 - 1.3.5.3 Containers and packages are intact and labels are legible.
 - 1.3.5.4 Products are undamaged and properly protected.
- 1.3.6 The District reserves the right to observe delivered materials, to review the accompanying bills of lading, and to reject the following:
 - 1.3.6.1 Materials not identifiable as accepted products of the accepted manufacturer.
 - 1.3.6.2 Materials exhibiting shelf-lives in excess of those stipulated by the manufacturer.
 - 1.3.6.3 Materials not bearing the appropriate label of Underwriters Laboratories (UL), where applicable.
 - 1.3.6.4 Materials in opened or excessively damaged containers.
 - 1.3.6.5 Materials exhibiting evidence of moisture, organic matter, or other adulterants.
- 1.3.7 In the event of damage or rejection by the District for stipulated cause, immediately make repairs and replacements necessary to the acceptance of the Architect at no additional cost to the District.

1.4 STORAGE

- 1.4.1 Payment will not be made by the District for materials stored off-site, until such time as the materials are incorporated into the Work
- 1.4.2 Store products immediately on delivery, store in accordance with manufacturer's instructions and protect until installed in the Work.
- 1.4.3 Store products subject to damage by elements in weather tight enclosures.
 - 1.4.3.1 Maintain temperatures within limits recommended by manufacturer's instructions.
 - 1.4.3.2 Provide humidity control for sensitive products, as required by the manufacturer.
 - 1.4.3.3 Store unpacked products in a manner accessible for inspection.
- 1.4.4 Exterior Storage:
 - 1.4.4.1 Provide substantial platforms, blocking, or skids to support fabricated products above ground and prevent soiling or staining.
 - 1.4.4.1.1 Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - 1.4.4.2 Store loose granular materials on solid paved surfaces or provide plywood platforms to prevent mixing with foreign matter.
 - 1.4.4.2.1 Provide surface drainage to prevent flow or ponding of rainwater.
 - 1.4.4.2.2 Prevent mixing of refuse or chemically injurious materials or liquids.
- 1.5 MAINTENANCE OF STORAGE
 - 1.5.1 Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1.5.1.1 State of storage facilities is adequate to provide required conditions.
 - 1.5.1.2 Required environmental conditions are maintained on a continuing basis.
 - 1.5.1.3 Surfaces of products exposed to elements are not adversely affected.
 - 1.5.2 Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1.6 PROTECTION AFTER INSTALLATION

1.6.1 Provide protection of installed products to prevent damage from subsequent operations. Remove protection materials when no longer needed, prior to completion of work.

1.6.2 Control traffic to prevent damage to equipment and surfaces.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: General requirements for field engineering necessary to provide horizontal and vertical control, including:
 - 1. Survey work required in execution of the project.
 - 2. Civil Engineering and Land Surveying services specified or required to execute contractor's construction methods.
 - 3. Coordination with testing laboratory or agency and Soils Engineer.
 - 4. Contractor furnished assistance.
 - 5. Verification of conditions.
 - 6. Reporting procedures.
- B. Requirements not in this section:
 - 1. Specific test procedures performed in accordance with Section 014523 – Testing Laboratory and Inspection Services.

1.02 QUALIFICATIONS OF ENGINEER OR SURVEYOR

- A. Qualifications: Registered Civil Engineer qualified to perform land surveying or licensed Land Surveyor acceptable to the Contractor and Owner. The Prime Contractor shall furnish to the Owner prior to start of work the name and license or registration number issued by the State of California, Board of Registration for Professional Engineers and Land Surveyors. Contractor shall provide notice to the Owner during the course of construction should the identification of the individual responsible for this work change from time to time and shall obtain approval of the Owner for the replacement.
- B. All field engineering services furnished during the course of this project shall be under the direct supervision and control of the named individual Civil Engineer or Land Surveyor.

1.03 FIELD ENGINEERING REQUIREMENTS

- A. Survey Reference Points:
 - 1. Existing basic horizontal and vertical control points for the project are those designated on the drawings.
 - 2. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction. Identify and protect survey monuments on the site discovered during construction, which are not referenced on the project drawings. Tie out such monuments and notify Architect prior to allowing them to be disturbed.

3. Replace any permanent boundary markers disturbed during construction with new permanent monuments and file the required Record of Survey or Corner Record in accordance with applicable State and County laws, at no additional cost to the Owner.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two permanent horizontal and vertical control points on the site, remote from the "Building Pad Area" and referenced to data established by the survey control points.
 1. Site Improvements:
 - a. Provide stakes for grading, fill, and topsoil placement.
 - b. Locate utility lines, including, but not limited to, storm drains, sewers, water mains, gas, electric, and telephone lines. Provide adequate horizontal control to locate the lines and provide vertical control in proportion to the slope of the line as required for accurate construction.
 2. Provide curb stakes and elevations as required to construct paving and on and off-site concrete work.
 - a. Calculate and layout subgrade elevations and intermediate controls as required to provide smooth transitions between the spot elevations indicated on the plans.
 - b. From time to time, verify layouts of work by the same methods.

1.05 RECORDS

- A. Maintain a complete, accurate log of control and survey work as it progresses.

1.06 SUBMITTALS

- A. Submit name and address of Licensed Surveyor or Civil Engineer to Architect, including changes as they may occur from time to time.
- B. On request of the Architect, submit documentation to verify accuracy of the field engineering work.
- C. Project Record (As-Built) Drawings:
 1. At the project completion, deliver to the Architect, final "as-built" drawings of the work, prepared on Bond Paper. Clearly indicate differences between original drawings and completed work within specified tolerances.
 2. Show as-built locations by coordinates of utilities on-site with top of pipe elevations at major grade and alignment changes.

3. Completed as-built drawings shall be signed and certified as correct by the licensed Surveyor or Civil Engineer.
4. Furnish any required Engineering Survey information for all utility easements for any required document recording.
5. Submit certification of subgrade completion and building location on the building pads showing the actual specified elevation of the completed constructed subgrade, to the nearest five hundredth of a foot (0.05 foot).

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work. Each THE CONTRACTOR shall do all cutting, fitting, or patching of Work as required to make its several parts come together properly and fit to receive or be received by work of other THE CONTRACTORS shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure as ARCHITECT may direct. In addition, the THE CONTRACTOR shall do the following:

1.1.1.1 Uncover work to provide for installing, inspecting, or both, of ill-timed work;

1.1.1.2 Remove and replace work not conforming to requirements of the Contract Documents; and

1.1.1.3 Remove and replace defective work.

1.1.2 All costs caused by defective or ill-timed work shall be borne by THE CONTRACTOR.

1.1.3 The THE CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other THE CONTRACTOR except with consent of ARCHITECT.

1.1.4 Related work:

1.1.4.1 Documents affecting work of this Section include, but are not necessarily limited to, the Conditions of the Contract and Sections in Division 1 of these Specifications.

1.1.4.2 In addition to other requirements specified, upon the ARCHITECT'S request, uncover work to provide for inspection by the ARCHITECT of the covered work and remove samples of installed materials for testing.

1.2 QUALITY ASSURANCE

1.2.1 Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

1.3.1 Request for ARCHITECT'S consent:

1.3.1.1 Prior to cutting which effects structural safety, submit written request to the ARCHITECT for permission to proceed with cutting.

- 1.3.1.2 Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the ARCHITECT and secure written permission.

PART 2 - PRODUCTS

2.1 MATERIALS

- 2.1.1 For replacement of items removed, use materials complying with pertinent Section of these Specifications.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

3.1.1 Inspection:

- 3.1.1.1 Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
- 3.1.1.2 After uncovering the work, inspect conditions affecting installation of the new work.

3.1.2 Discrepancies:

- 3.1.2.1 If uncovered conditions are not as anticipated, immediately notify the ARCHITECT, and secure needed directions.
- 3.1.2.2 Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- 3.2.1 Provide required protection including, but not necessary limited to, shoring, bracing, and support to maintain structural integrity of the Work.
- 3.2.2 Locate all utilities prior to cutting and/or excavation.

3.3 PERFORMANCE

- 3.3.1 Perform required excavating and backfilling as required under other pertinent Sections of these Specifications.
 - 3.3.1.1 Perform cutting and demolition by methods that will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - 3.3.1.2 Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Section includes: Cleaning throughout the construction period and final project cleaning prior to the acceptance tour.
- 1.1.2 Related Work Described Elsewhere: In addition to standards specified herein, comply with requirements for cleaning as described in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- 1.2.1 Inspection: Conduct daily inspection and more often if necessary, to verify that requirements of cleanliness are being met.
- 1.2.2 Codes and Standards: In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- 2.1.1 Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- 2.2.1 Use cleaning materials and equipment that are compatible with the surfaces being cleaned, as recommended by the manufacturer of the material to be cleaned.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

3.1.1 General:

- 3.1.1.1 Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 3.1.1.2 Do not allow the accumulation of scrap, debris, waste materials, and other items not required for construction of this work. Debris shall be removed from the site and disposed of in a lawful manner. Disposal receipts of dump tickets shall be furnished to Architect upon request.

3.1.1.3 At least twice each month, and more often if necessary, remove scrap, debris, and waste material from the job site.

3.1.1.4 Provide adequate storage for items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

3.1.2 Site:

3.1.2.1 Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site.

3.1.2.2 Weekly, and more often if necessary, inspect arrangements of materials stored on the site; restack, tidy, or otherwise service arrangements to meet the requirements specified above.

3.1.2.3 Maintain the site in a neat and orderly condition.

3.1.3 Structures:

3.1.3.1 Daily, and more often if necessary, inspect the structures and pick up scrap, debris, and waste material. Remove items to the place designated for their storage.

3.1.3.2 Daily, and more often if necessary, sweep interior spaces clean.

3.1.3.2.1 "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other materials capable of being removed by use of reasonable effort and a handheld broom, i.e., "broom-clean".

3.1.3.3 As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the required cleanliness.

3.1.3.4 Following the installation of finish floor materials, clean the finish floor daily, and more often if necessary, and while work is being performed in the space in which finish materials have been installed.

3.1.3.4.1 "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material, i.e., "vacuum- clean".

3.2 FINAL CLEANING

- 3.2.1 Definition: Except as otherwise specifically provided, "clean", for the purpose of the Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean".
- 3.2.2 General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste and conduct final progress cleaning as described above.
- 3.2.3 Site: Unless otherwise specifically directed by the Architect, water and broom clean paved areas on the site and public paved areas directly adjacent to the site. Remove resultant debris.
- 3.2.4 Structures:
- 3.2.4.1 Exterior: In areas affected by the work under this contract, visually inspect exterior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure.
- In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the District.
- 3.2.4.2 Interior: In areas affected by the work under this contract, visually inspect interior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only the cleaning materials and equipment instructed by the manufacturer of the surface material.
- 3.2.4.3 Glass: Clean glass inside and outside.
- 3.2.4.4 Polished surfaces: On surfaces requiring the routine application or buffed polish, apply the polish recommended by the manufacturer of the material being polished. Glossy surfaces shall be cleaned and shined as intended by the manufacturer.
- 3.2.5 Timing: Schedule final cleaning as accepted by the Architect to enable the District to accept a completely clean project.

3.3 CLEANING DURING DISTRICT'S OCCUPANCY

- 3.3.1 Should the District occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the District, responsibilities for interim and final cleaning of the occupied spaces shall be determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Starting systems.
- 1.1.2 Demonstration and instructions.
- 1.1.3 Testing, adjusting, and balancing.

1.2 STARTING SYSTEMS

- 1.2.1 Coordinate schedule for start-up of various equipment and systems.
- 1.2.2 Notify D.S.A. approved Inspector and ARCHITECT prior to start-up of each item.
- 1.2.3 Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- 1.2.4 Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- 1.2.5 Verify wiring and support components for equipment are complete and tested.
- 1.2.6 Execute start-up under supervision of responsible manufacturer's representative and/or CONTRACTOR'S personnel in accordance with manufacturer's instructions.
- 1.2.7 When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check equipment or system installation prior to start-up, and to supervise placing equipment or system operation.
- 1.2.8 Submit a written report to the ARCHITECT that equipment or system has been properly installed and is functioning correctly.
- 1.2.9 Notify and assist ARCHITECT and INSPECTOR for coordination of all utility hook-ups prior to hook-up.

1.3 DEMONSTRATION AND INSTRUCTIONS

- 1.3.1 Demonstrate operation and maintenance of Products to DISTRICT'S personnel within seven (7) calendar days of Substantial Completion, prior to occupancy.
- 1.3.2 Demonstrate Project equipment by a qualified manufacturer's representative who is knowledgeable about the Project.
- 1.3.3 For equipment or systems requiring seasonal operation, perform demonstration for other seasons within six (6) months.

- 1.3.4 Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with DISTRICT'S personnel in detail to explain all aspects of operation and maintenance.
- 1.3.5 Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times at equipment location.
- 1.3.6 Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- 1.3.7 The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Close-out procedures
- 1.1.2 Final cleaning
- 1.1.3 Adjusting
- 1.1.4 Project record documents
- 1.1.5 Operation and maintenance data
- 1.1.6 Warranties
- 1.1.7 Spare parts and maintenance materials
- 1.1.8 Instructions to Personnel

1.2 CLOSE-OUT PROCEDURES

All close-out data to be submitted no later than 10 days after completion of construction schedule.

1.2.1 Partial Occupancy and substantial Completion - Each Contractor shall:

1.2.1.1 Conform to Part 1, Title 24, Section 4-336 CCR, Requirements for Verified Reports and Close-out Procedures.

1.2.1.2 In conjunction with the Project Inspector, prepare a list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.

1.2.1.3 Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.

1.2.1.4 Should the ARCHITECT determine that Work is not substantially complete:

1.2.1.4.1 The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reason for his determination.

1.2.1.4.2 CONTRACTOR shall remedy the deficiencies and notify the ARCHITECT when the Work is ready for re-inspection.

1.2.1.4.3 The ARCHITECT will re-inspect the Work.

1.2.1.5 When the ARCHITECT concur that work is substantially complete

1.2.1.5.1 The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the

CONTRACTOR's list of items to be completed or corrected as verified by the ARCHITECT.

1.2.1.5.2 The ARCHITECT will submit the Certificate to the DISTRICT and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1.2.2 Final Completion - Each Contractor shall:

1.2.2.1 Prepare and submit a notice that Work is ready for final inspection and acceptance.

1.2.2.2 Verify the Work is complete.

1.2.2.3 Certify that:

1.2.2.3.1 Work has been inspected by all governing agencies and is in compliance with Contract Documents,

1.2.2.3.2 Work has been inspected for compliance with the Contract Documents.

1.2.2.3.3 Work has been completed in accordance with the Contract Documents.

1.2.2.3.4 Equipment and systems have been tested as required and are operational.

1.2.2.3.5 Work is completed and ready for final inspection.

1.2.2.4 The ARCHITECT will make an inspection to verify status of completion.

1.2.2.5 Should the ARCHITECT determine the Work is incomplete or defective work.

1.2.2.5.1 The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective Work.

1.2.2.5.2 CONTRACTOR shall remedy the deficiencies promptly and notify the ARCHITECT when ready for re-inspection.

1.2.2.6 When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make close-out submittals.

1.2.3 Close-out submittals include, but are not necessarily limited to - Each Contractor shall:

1.2.3.1 Project Record Documents

1.2.3.2 Operation and maintenance data for items so listed in pertinent Sections these Specifications and for other items when so approved by the ARCHITECT.

- 1.2.3.3 Warranties
- 1.2.3.4 Keys and keying schedule.
- 1.2.3.5 Spare parts, materials, extra stock to be turned over to the DISTRICT.
- 1.2.3.6 Evidence of compliance with requirements of governmental agencies having jurisdiction, including, but not limited to:
 - 1.2.3.6.1 Date of final inspection and list of persons in attendance.
 - 1.2.3.6.2 List of any items that do not conform to the Contract Documents.
 - 1.2.3.6.3 Certificates of Inspection.
 - 1.2.3.6.4 Certificates of Occupancy.
- 1.2.3.7 Evidence of payment and release of liens, when requested by the DISTRICT.
- 1.2.3.8 List of SUBCONTRACTORS, service organizations and principal vendors including names, addresses and telephone numbers, when contacted for emergency service at all times, including nights and holidays.
- 1.2.3.9 Consent of final payment from surety company.
- 1.2.3.10 Statement of Project Completion, including punchlist items.
- 1.2.3.11 DSA Form 6.
- 1.2.4 Final Payment - Each Contractor shall:
 - 1.2.4.1 Submit a Final Payment Request, showing all adjustments to the Contract Sum.
 - 1.2.4.2 Retention will be released no sooner than 35 days after Notice of Completion has been filed with the District, and the District has complied with County recording requirements.
- 1.3 ADJUSTING - Each Contractor shall:
 - 1.3.1 Adjust operating products and equipment to ensure smooth and unhindered operation.
- 1.4 SPARE PARTS AND MAINTENANCE MATERIALS - Each Contractor shall:
 - 1.4.1 Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- 1.5 INSTRUCTIONS TO DISTRICT PERSONNEL

- 1.5.1 Instruct the DISTRICT personnel in proper operation and maintenance of all systems, equipment and similar items which were provided as part of the Work.
- 1.5.2 The CONTRACTOR shall provide a schedule to the DISTRICT for approval for each of the instruction periods required.
 - 1.5.2.1 Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to Provide complete coverage of the subject matter, prior to occupancy.
- 1.5.3 Instruction sessions will be held in a DISTRICT designated area on the project site and CONTRACTOR to coordinate date and time with ARCHITECT and DISTRICT.
- 1.5.4 Instructions shall be qualified by the product manufacturer in the subject matter presented at each session.
 - 1.5.4.1 Submit names of instructors and qualifications to the ARCHITECT and DISTRICT for approval, 30 days prior to each scheduled session.
 - 1.5.4.2 Substitution of instructors will not be Permitted without prior approval of ARCHITECT and DISTRICT.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT:
(Name and address)

PROJECT NO.:

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

DATE OF ISSUANCE:
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ARCHITECT BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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G704-1992

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

06/17/2020

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Section includes: Requirements for Record Documents.
- 1.1.2 Throughout progress of the work of the contract, maintain an accurate record of changes in the Contract Documents, as described below.
- 1.1.3 Upon completion of the work of this Contract, transfer the recorded changes to a set of Record Documents, as described herewith.

1.2 QUALITY ASSURANCE

- 1.2.1 General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as accepted in advance by the Architect.
- 1.2.2 Accuracy of Records: Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the Contract Documents may reasonably rely on information obtained from the accepted Record Documents.
- 1.2.3 Timing of Entries: Make entries within 24 hours after receipt of information.

1.3 PAYMENT WITHHELD

- 1.3.1 The Architect reserves the right to withhold certification of payment requests for failure on the part of the Contractor to maintain Record Drawings in conformance with this Section.

1.4 SUBMITTALS

- 1.4.1 General: The Architect's review of the current status of Record Documents will be a prerequisite to the Architect's review of requests for progress payment and request for final payment under the contract.
- 1.4.2 Progress Submittals: Prior to submitting each request for progress payment, secure the Architect's review of the Record Documents as currently maintained.
- 1.4.3 Final Submittal: Prior to submitting request for final payment, submit the final Record Documents to the Architect and secure his acceptance.

1.5 PRODUCT HANDLING

- 1.5.1 The Contractor shall markup and maintain a job set of Record Documents to be kept on site and protected from deterioration and from loss and damage until completion of the work and transfer of the recorded data to the final Record Documents.

The Contractor will also mark up the Architect's job set of drawings that are kept in the Architect's office on a daily basis as work is being installed.

- 1.5.2 In the event of loss of recorded data, use means necessary to again secure the data to the Architect's acceptance; such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials and, in such case, replacements shall be to the standards originally specified in the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- 2.1.1 Final Record Documents: The Contractor will transfer job set drawing markups to one (1) clean set on bond paper. Contractor will then submit this set to the Architect as the Final As-Built Drawing(s).
- 2.1.2 Before commencing backfilling of utilities or any other underground pipes, ducts, conduits, or structures, take photographs showing relationship of below ground utilities to structure(s) or other physical reference point. Provide three-ring binder containing 3-1/2 inches by 5 inches mounted and numbered prints of photos, plus the negatives, categorized by locations and indicating utilities shown. Provide a photo(s) of all connections, crossings, stubs, or other critical points. If the Contractor neglects to take such photographs, Contractor shall uncover, at the Contractor's expense, the area(s) so neglected in order to provide the requisite photos.

Provide a bond composite Utility Site Plan with the number of each photograph placed on the plan at the location the photo was taken from and a mark indicating which way the camera was pointed. All numbers and marks shall be in ink and shall be clear, legible, and neatly done. Photo binder and photo plan shall be considered part of the Record Documents.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- 3.1.1 Identification: Upon receipt of the job set, identify each of the documents with a title "RECORD DOCUMENTS-JOB SET".
- 3.1.2 Preservation:
 - 3.1.2.1 Considering the contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination and the conditions under which these activities will be performed, devise a suitable method for protecting the job set for the review of the Architect.

- 3.1.2.2 Use the job set for no purpose other than entry of new data and for review by the Architect, until start of transfer of data to final Record Documents.
- 3.1.2.3 Maintain the job set at the site of work as that site is designated by the Architect.
- 3.1.3 Making Entries on Drawings: Using an erasable colored pencil (not ink nor indelible pencil), clearly describe the change by note and by graphic line, as required. Date entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes. In the event of superseding changes to any area of the drawing, erase only that portion of the preceding change that is affected by the subsequent change before entering the subsequent change.
- 3.1.4 Making Entries on Other Documents:
 - 3.1.4.1 Where changes are caused by directives issued by the Architect, clearly indicate the change by note in ink, colored pencil, or rubber stamp, and reference Division of the State Architect approved addenda and change orders.
 - 3.1.4.2 Where changes are caused by Contractor originated proposals reviewed by the Architect, including inadvertent errors by the Contractor that have been accepted by the Architect, clearly indicate the change by note in erasable colored pencil.
 - 3.1.4.3 Make entries in the pertinent documents as reviewed by the Architect.
- 3.1.5 Conversion of Schematic Layouts:
 - 3.1.5.1 In most cases on the Drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement shall be as determined by the Contractor, subject to the Architect's review. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items and location of utilities which are shown only schematically on the Drawings.
 - 3.1.5.2 Show on the job set of record Drawings, by dimension accurate to within 1 inch, the centerline of each run of items such as are described in the preceding paragraph above. Clearly identify the item by accurate note such as "cast-iron drain", "galvanized water pipe", etc. Show by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", etc.). Make identification sufficiently descriptive that it may be related reliably to the Specifications.
 - 3.1.5.3 The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.1.5.4 Timing of Entries: Be alert to changes in the work from how it is shown in the Contract Documents: Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.

3.1.6 Accuracy of Entries: Use means necessary, including proper instruments or tools for measurement, to determine actual locations of the installed items.

3.2 FINAL RECORD DOCUMENTS

General: The purpose of the final Record Documents is to provide factual information regarding the work, both concealed and visible, which will enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

The contractor shall have no responsibility for recording changes in the work subsequent to acceptance of the work by the District, except for changes resulting from replacements, repairs, and alterations made by the Contractor as a part of his guarantee. No changes will be allowed without approval of the Division of the State Architect.

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED:

1.1.1 Work includes the following:

1.1.1.1 Compilation of product data and related information appropriate for District's maintenance and operation of products furnished under the Contract.

1.1.1.2 Instruction of District's personnel in the maintenance of products and in the operation of equipment and systems.

1.2 RELATED WORK:

1.2.1 Related Work Specified Elsewhere:

1.2.1.1 Section 013300 – Submittal Procedures.

1.2.1.2 Section 017000 – Contract Closeout.

1.3 QUALITY ASSURANCE:

1.3.1 Preparation of data shall be done by personnel:

1.3.1.1 Trained and experienced in maintenance and operation of the described products.

1.3.1.2 Familiar with requirements of the Section specified.

1.3.1.3 Skilled in technical writing to the extent required to communicate essential data.

1.3.1.4 Skilled as draftsmen competent to prepare required drawings.

1.4 SUBMITTALS:

1.4.1 Comply with pertinent provisions of Section 013300.

1.4.2 Initial: Prior to the first Pay Application, submit a blank, tabbed binder in the proper format for review by Architect. Approved binder will be returned for collection of information during the course of construction.

1.4.3 Preliminary: Submit two (2) copies of a preliminary draft of the proposed Manual or Manuals to the ARCHITECT review and approval.

1.4.3.1 Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.

1.4.3.2 Secure the Architect's approval prior to proceeding.

- 1.4.4 Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.
 - 1.4.4.1 Submit three (3) copies of the final Manual to the Architect at least ten (10) days prior to final inspection or acceptance.
 - 1.4.4.2 Video tape or DVD each indoctrination and instruction session (in-service) and submit three (3) copies of each trade. Videotapes shall be in VHS or DVD format.
- 1.4.5 Revisions:
 - 1.4.5.1 Following the indoctrination and instruction of operating and maintenance personnel, review all proposed revisions of the Manual with the Architect.
 - 1.4.5.2 Submit specified number of copies of approved data in final form ten (10) days after final inspection or acceptance.

PART 2 - PRODUCTS

2.1 FORMAT

- 2.1.1 Size: Minimum 4 inch, three-ring binders for 8-1/2 inches by 11 inches punched pages, and completely clear plastic covers for insertion of labels on spines and covers.
- 2.1.2 Provide identifying tabbed pages. Classify by Division and by Section. All tabbing shall be in numerical order.
- 2.1.3 Drawings:
 - 2.1.3.1 Provide reinforced punched binder tab. Bind drawings with text.
 - 2.1.3.2 Fan fold larger drawings to size of text pages, for easy foldout.
- 2.1.4 Cover: Identify each volume with typed or printed label. List:
 - 2.1.4.1 Title of Project.
 - 2.1.4.2 Identity of separate structures as applicable.
 - 2.1.4.3 Identity of general subject matter covered in the manual.
- 2.1.5 Spine: Identify each volume with typed or printed label stating OPERATING AND MAINTENANCE INSTRUCTIONS, GUARANTIES AND SERVICE CONTRACTS, and the following information:
 - 2.1.5.1 Title of Project.
 - 2.1.5.2 Divisions and Sections included within volume.

2.1.5.3 Volume number (i.e. 1 of 4)

PART 3 - EXECUTION

3.1 CONTENT OF MANUAL:

3.1.1 Neatly typewritten table of contents for each volume, arranged in a systematic order.

3.1.1.1 Contractor, name of responsible principal, address, and telephone number.

3.1.1.2 A list of each product required to be included, indexed to the content of the volume.

3.1.1.3 List, with each product, the name, address, and telephone number of:

3.1.1.3.1 Subcontractor and/or installer.

3.1.1.3.2 Maintenance contractor, as appropriate.

3.1.1.3.3 Identify the area of responsibility of each.

3.1.1.3.4 Local source of supply for parts and replacement.

3.1.1.4 Identify each product by product name and other identifying symbols as set forth in the Contract Documents.

3.1.2 Product Data:

3.1.2.1 Include only those sheets that are pertinent to the specific product.

3.1.2.2 Annotate each sheet to:

3.1.2.2.1 Clearly identify the specific product or part installed.

3.1.2.2.2 Clearly identify the data applicable to the installation.

3.1.2.2.3 Delete references to inapplicable information.

3.1.3 Drawings:

3.1.3.1 Supplement product data with drawings as necessary to clearly illustrate:

3.1.3.1.1 Relations of component parts of equipment and systems.

3.1.3.1.2 Control and flow diagrams.

3.1.3.2 Coordinate drawings with information in Section 017700, Contract Closeout, with regard to Project Record Drawings to assure correct illustration of completed installation.

- 3.1.3.3 Project Record Drawings shall not be used as maintenance drawings.
- 3.1.4 Instructions: Written text, as required to supplement product data for the particular installation:
 - 3.1.4.1 Organize in a consistent format under separate headings for different procedures.
 - 3.1.4.2 Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
 - 3.1.4.3 Complete nomenclature for all parts of equipment.
 - 3.1.4.4 Complete nomenclature and part number of replaceable parts, name and address of nearest vendor, and other data pertinent to procurement procedures.
- 3.1.5 Copy of each warranty, bond, and service contract issued.
 - 3.1.5.1 Provide information sheet for District's personnel, giving:
 - 3.1.5.1.1 Proper procedures in the event of failure or emergencies.
 - 3.1.5.1.2 Instances that might affect the validity of warranties or bonds.
- 3.2 MANUAL FOR MATERIALS AND FINISHES:
 - 3.2.1 Instructions for care and maintenance:
 - 3.2.1.1 Manufacturer's recommendation for types of cleaning agents and methods.
 - 3.2.1.2 Cautions against cleaning agents and methods that are detrimental to the product.
 - 3.2.1.3 Recommended schedule for cleaning and maintenance.
- 3.3 MANUAL FOR EQUIPMENT AND SYSTEMS:
 - 3.3.1 Content, for each unit of equipment and system, as appropriate:
 - 3.3.1.1 Description of unit and component parts:
 - 3.3.1.1.1 Function, normal operating characteristics, and limiting conditions.
 - 3.3.1.1.2 Performance curves, engineering data, and tests.
 - 3.3.1.1.3 Complete nomenclature and commercial number of all replaceable parts.

- 3.3.1.2 Operating procedures:
 - 3.3.1.2.1 Start-up, break-in, routine, and normal operating instructions.
 - 3.3.1.2.2 Regulation, control, stopping, shut-down, and emergency instructions.
 - 3.3.1.2.3 Summer and winter operating instructions.
 - 3.3.1.2.4 Special operating instructions.
 - 3.3.1.3 Maintenance Procedures:
 - 3.3.1.3.1 Routine operations.
 - 3.3.1.3.2 Guide to "trouble-shooting".
 - 3.3.1.3.3 Disassembly, repair, and reassemble instructions.
 - 3.3.1.3.4 Alignment, adjusting, and checking.
 - 3.3.1.4 Servicing and lubrication schedule: List of lubricants required.
 - 3.3.1.5 Manufacturer's printed operating and maintenance instructions.
 - 3.3.1.6 Description of sequence of operation by control manufacturer.
 - 3.3.1.7 Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - 3.3.1.7.1 Predicted life of parts subject to wear.
 - 3.3.1.7.2 Items recommended to be stocked as spare parts.
 - 3.3.1.8 As-installed control diagrams by manufacturer of controls.
 - 3.3.1.9 Each contractor's coordination drawings: As-built color coded piping diagrams.
 - 3.3.1.10 Charts of valve tag numbers, with the location and function of each valve.
 - 3.3.1.11 List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 3.3.1.12 Other data as required under pertinent sections of this Specification.
- 3.3.2 Content, for each electric and electronic system, as appropriate:
- 3.3.2.1 Description of system and component parts:

- 3.3.2.1.1 Function, normal operating characteristics, and limiting conditions.
- 3.3.2.1.2 Performance curves, engineering data, and tests.
- 3.3.2.1.3 Complete nomenclature and commercial number of replaceable parts.
- 3.3.2.2 Circuit directories of panel boards:
 - 3.3.2.2.1 Electrical service.
 - 3.3.2.2.2 Controls.
 - 3.3.2.2.3 Communications.
- 3.3.2.3 As-built color coded wiring diagrams.
- 3.3.2.4 Operating procedures:
 - 3.3.2.4.1 Routine and normal operating instructions.
 - 3.3.2.4.2 Sequences operating instructions.
 - 3.3.2.4.3 Special operating instructions.
- 3.3.2.5 Maintenance procedures:
 - 3.3.2.5.1 Routine operations.
 - 3.3.2.5.2 Guide to "trouble-shooting".
 - 3.3.2.5.3 Disassembly, repair, and reassembly.
 - 3.3.2.5.4 Adjustment and checking.
- 3.3.2.6 Manufacturer's printed operating and maintenance instructions.
- 3.3.2.7 List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 3.3.3 Prepare and include additional data when the need for such data becomes apparent during instruction of District personnel.
- 3.4 INSTRUCTION OF DISTRICT PERSONNEL:
 - 3.4.1 Prior to final inspection or acceptance, fully instruct District designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems, prior to occupancy.
 - 3.4.1.1 Provide services of factory-trained instructors from the manufacturer of each major item of equipment or system.

- 3.4.1.2 Provide for each instruction session or “in-service”, a camcorder operator and VHS or DVD camcorder to video tape the session. Videotapes shall be clearly labeled as to project, subject, and date. Submit tapes in triplicate.
- 3.4.2 Operating and maintenance manual shall constitute the basis of instruction.
 - 3.4.2.1 Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
 - 3.4.2.2 Where warrants for further instruction or additional instruction is required to instruct the District designated personnel, the Contractor shall provide such additional instruction to include service of factory trained instructors. The cost for additional instruction will be reviewed for each individual basis by the Architect.

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- 1.1.1 This Section specifies general requirements for written warranties, guaranties, and bonds required by the Contract Documents.
- 1.1.2 Submittal to and approval by the District of the warranties, guaranties, and bonds are prerequisites to final payment under the Contract.

1.2 RELATED WORK

- 1.2.1 Related work specified elsewhere:
 - 1.2.1.1 Section 017000 – Contract Closeout
 - 1.2.1.2 Section 017823 - Operation and Maintenance Data: Incorporation of warranties, guaranties, and bonds into instruction manuals.
- 1.2.2 Approval of the warranties, guaranties, and bonds by the Owner is a prerequisite to payment at Substantial Completion and agendizing for acceptance by the Governing Board of the Owner.

1.3 TIME PERIOD

Deliver all manufacturer's warranties, guaranties, and bonds required by Contract Documents, with District named as beneficiary. For equipment and machinery, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a longer time period than the Contractor's warranty and guaranty, deliver manufacturer's warranties or guaranties in same manner.

1.4 FORM

Written warranties and guaranties, except manufacturer's standard printed warranties and guaranties shall be submitted on the Contractor's, Subcontractor's, material suppliers, or manufacturer's own letterhead, addressed to District. Warranties and guaranties shall be submitted in duplicate and in the form shown on the following page, signed by all pertinent parties and by Contractor in every case, with modifications as approved by District to suit the conditions pertaining to the warranty or guaranty.

1.5 SUBMITTAL

- 1.5.1 The Contractor shall collect and assemble written warranties and guaranties from all subcontractors, material suppliers, and manufacturers into a bound booklet form and deliver the bound books to Architect for delivery to the District's attorney for final review and approval.
- 1.5.2 Submit required warranty/guaranty on letterhead of Contractor responsible for each type of Work in accordance with attached sample form.

END OF SECTION

* See Attached Form on next Page

WARRANTY / GUARANTY FORM

FOR _____ WORK

We, the undersigned, do hereby warranty and guaranty that the parts of the work described above which we have furnished or installed for:

ADOLFO CAMARILLO HIGH SCHOOL – GYM BLEACHERS REPLACEMENT

are in accordance with the Contract Documents and that all said work as installed will fulfill or exceed all the Warranty and Guaranty requirements. We agree to repair or replace work installed by us, together with any other work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or operation within a period of _____ () year(s) from the date Notice of Completion is registered with the **VENTURA** County Recorder, ordinary wear and tear and unusual neglect or abuse excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective work repaired and / or replaced and made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective work, including all collection cost and reasonable attorney fees.

Date: _____
(Subcontractor, Sub-subcontractor, Manufacturer or Supplier)

By: _____

Title: _____

State License No.: _____

Local Representative: For maintenance, repair, or replacement service, contact:

Name: _____

Address: _____

Phone Number: _____

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.1 SECTION INCLUDES: Description of requirements for materials, fabrications and installation of Miscellaneous Metal and accessory items as shown on drawings and necessary to complete the Miscellaneous Metal Work. Work to include but not be limited to the following:

1.1.1 Examine all other sections for work related to those sections which are required to be included as work of this Section.

1.1.2 Pipe railings, pipe sleeves, handrails, guardrails, and brackets.

1.1.3 Gratings at floor sinks, etc.

1.1.4 Steel roof access ladders and steel ladder up/over roof parapets.

1.1.5 Steel angle corner guards, pipe guards and rails.

1.1.6 Channel door frames.

1.1.7 Structural shapes not included in structural steel work.

1.1.8 Formed and bent plate 14 gauge and heavier.

1.1.9 Trash enclosure gates.

1.1.10 Steel trellis.

1.1.11 Metal canopy.

1.1.12 Stainless steel counters and stainless steel wire shelves.

1.1.13 Stainless steel wall panels and wainscot (20 ga.)

1.1.14 Steel angle guards at overhead roll-up doors and loading dock.

1.2 RELATED SECTIONS:

1.2.1 Divisions 26

1.3 REFERENCES AND STANDARDS:

1.3.1 ASTM A36 – Structural Steel.

1.3.2 ASTM A53 – Hot-Dipped, Zinc-Coated Welded and Seamless Steel Pipe.

- 1.3.3 ASTM A307 – Low-Carbon Steel Externally and Internally Threaded Fasteners.
- 1.3.4 ASTM A386 – Zinc-Coating (Hot-Dip) on Assembled Steel Products.
- 1.3.5 ASTM A501 – Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- 1.3.6 AWS DI.1 – Structural Welding Code.
- 1.3.7 FS TT-P-31 Paint, Oil: Iron Oxide, Ready Mix, Red and Brown.
- 1.3.8 FS TT-P-641 Primer Coating, Zinc Dust-Zinc Oxide (for Galvanized Surfaces).
- 1.4 REGULATORY REQUIREMENTS:
 - 1.4.1 Conform to Title 24, Part 2, California Code of Regulations
- 1.5 SUBMITTALS:
 - 1.5.1 Provide shop drawings for all items listed and those therein omitted, that require Architect's review and coordination prior to fabrication and erection.
 - 1.5.2 Submit manufacturer's product data and any samples as requested by the Architect to demonstrate size, texture, welds, factory finish, etc.
 - 1.5.3 Submit shop drawings under provisions of Section 013300. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
 - 1.5.4 Include erection drawings, elevations, and details where applicable.
 - 1.5.5 Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.
- 1.6 QUALITY ASSURANCE:
 - 1.6.1 Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the requirements and methods to perform the scope of work as specified under this Section.
- 1.7 DELIVERY, STORAGE AND HANDLING:
 - 1.7.1 Use all means necessary to store, handle and protect the materials of this Section before, during, and after installation.
- 1.8 REQUIREMENTS:

- 1.8.1 Field Measurements: Secure field measurements required for fabrication and installation of work. Coordinate fabrication of supports for equipment with manufacturer's printed literature and structural engineering drawings. Measurements are Contractor's responsibility. Field alterations will not be permitted without approval of the Architect.
- 1.8.2 Dissimilar Metals: Where metals are in contact with concrete or other types of metals, paint contact faces of metal with heavy bituminous coating before installation.
- 1.8.3 Railings are to be designed to be in conformance with minimum California Building Code requirements, to resist a load of at least 200 pounds applied in any direction at any point to the top rail and also a vertical and horizontal thrust of 50 pounds per lineal foot applied to the top rail.

PART 2 – PRODUCTS:

- 2.1 GENERAL: Where two (2) or more identical articles or materials are required, provide products of same manufacturer. If specified materials are discontinued, furnish updated product at no additional cost.
- 2.2 ALL METALS must be free from any defects which would impair the strength, durability or appearance, and of the best commercial quality, for purposes intended and adequate to withstand strains and stresses to which they will be subjected. Protect metals from damage at the job, in transit, and until installed, inspected and approved.
- 2.3 MATERIALS:
 - 2.3.1 Structural Steel Such as Rolled Shapes, Angles, Plates, Anchors, Clips, Etc.: Conform with ASTM A36. Standard weight block steel galvanized after fabrication.
 - 2.3.2 Steel Tubing: ASTM A501 or 500 Grade B Seamless.
 - 2.3.3 Architectural and Miscellaneous Steel: Mild steel.
 - 2.3.4 Wrought Iron Bars: ASTM A207 or ASTM A189.
 - 2.3.5 Steel Pipe Other Than Structural Uses: Conform with ASTM A120, seamless.
 - 2.3.6 Steel Sheet: High quality, low carbon, hot-rolled sheet with good welding and forming qualities. ASTM A446 Grade A.
 - 2.3.7 Galvanized Sheets: Hot-dipped and tight coated steel sheet conforming to ASTM A525. Coating weight to be no less than 1.25 oz. per square foot.
 - 2.3.8 Welded Materials: AWS-D.1; Type required for materials being welded.
 - 2.3.9 Galvanized Rolled Shapes, Angles, Channels, Bolts, Etc.: Conform with ASTM A123.

2.3.10 Primer Paint:

2.3.10.1 General: Compatible with type and color of special or finish coatings described in Section 099100. FS TT-P-31, Red: For shop application and field touch-up.

2.3.10.2 Touch-up Primer for galvanized surfaces: FS TT-P-641 or SSFC-20.

2.3.10.3 Cleaning Metals Prior to Priming:

2.3.10.3.1 Exterior Exposed Metals: SSPC-SP6 Commercial blast clean.

2.3.10.3.2 Interior Metals: SSPC-SP2 Hand tool clean or SSPC-SP3 Power tool clean.

2.3.10.4 Standard Shop Paint: Rust-inhibitive coating conforming to governing air pollution control requirements (AQMD).

2.3.10.4.1 Exterior Exposed Metals: High performance coating primer, to meet slip coefficient and creep requirements for classification as a Class B coating using ASTM A325 or A490 Bolt Specification, Appendix A, No. 90-97 Tnemec-Zinc Primer, 2.5 – 3.5 dry mils, as manufactured by Tnemec Company, Compton, California, or equal (no known equal).

2.3.10.4.2 Interior metals: Regular metal primer, No. 10-99 V.O.C. compliant, as manufactured by Tnemec Company, Compton, California, or equal (no known equal).

2.3.11 Stainless Steel: ASTM Reference

2.3.12 Machine Bolts: Conform with ASTM A307.

2.3.13 Expansion Anchors: Not less than 3/8 inch diameter, threaded type for anchoring with the bolt head out, as indicated on drawings. Test by Owner's Testing Laboratory in accordance with criteria noted on drawings.

2.3.14 Hook Type Anchors: Not less than 1/2 inch diameter and length as required for minimum 7 inch embedment, with threaded nut and plain washer.

2.3.15 Welding Electrodes: Conform with A.W.S. Publication D1.1; use E-70XX series electrodes.

2.3.16 Stainless Steel Tube and Pipe: Conform with ASTM A554, ornamental grade, Type 302 or 304, Schedule 40, seamless with No. 4 finish.

- 2.3.17 Stainless Steel Shapes, Angles, Plates, Etc.: conform with ASTM A167, Type 302 or 304 with No. 4 OR rolled finish.
- 2.3.18 Metal Gratings, Trench Covers and Frames: Manufactured by Alhambra, Neenah or equal, cast iron heavy-duty traffic type, sizes and shapes as required.
- 2.3.19 Steel Pipe for Structural Uses: Conform with ASTM A53, Type S seamless, Grade B.
- 2.3.20 Cast Steel: Conform with ASTM A27.
- 2.3.21 Iron Castings: Conform with ASTM A48.
- 2.3.22 Malleable Iron Castings: Conform with ASTM A47.
- 2.3.23 Liquid Galvanizing Compound: "Drygalv", Fesco Inc., Los Angeles (213) 254-9131, "Galvicon", V. B. Anderson Co. (714) 547-6684; "Z.R.C. Cold Galvanizing Compound", Mechanical Distributors (213) 698-6655, or equal.

PART 3 – EXECUTION:

3.1 PREPARATION:

- 3.1.1 Obtain Architect approval prior to site cutting or making adjustments not scheduled.
- 3.1.2 Clean and strip site primed steel items to bare metal where site welding is scheduled.
- 3.1.3 Make provision for erection loads with temporary bracing. Keep work in alignment.
- 3.1.4 Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate Sections.

3.2 WELDING:

- 3.2.1 Except for modifications indicated on drawings and specified herein, AISC Code of Standard Practice for Steel Buildings, as amended to date, governs materials, fabrication and erection of work under this Section.
- 3.2.2 Make welds in accordance with best standard practice. Perform welding on unexposed sides to prevent pitting, discoloring, weld-halo and other surface imperfections. Thoroughly clean surfaces to be welded. Welds must show a uniform section and reasonable smoothness without distortion. No exposed spot welding permitted. Dress and finish exposed surfaces of welded joints to produce invisible connections. Furnish welding alloys in the same color and character as the surfaces of the metals joined.

3.3 WORKMANSHIP, FABRICATION AND ERECTION:

- 3.3.1 Insofar as possible, fit and shop assemble work ready for erection. Accurately make jointing and intersections in true planes, and with adequate fastenings. Make exposed joints even and smooth. Grind exposed weld joints smooth and flush.
- 3.3.2 Provide holes of proper size and in correct location for attachment of work of other trades. Cut, tap, and drill as required. Finished items must be free from kinks, twists, burrs and open joints. Damaged or distorted materials are not acceptable.
- 3.3.3 Provide work to be built in concrete or masonry of proper form required for anchorage, or provide with concealed anchors.
- 3.3.4 Form work true to detail, with clean, straight and sharply defined profiles. Close fit exposed joints and make where least conspicuous.
- 3.3.5 Install supporting members, fastenings, frames, hangers, bracing, brackets, bolts, angles, and the like as required to set and connect items of miscellaneous metal to concrete, steel or wood framing.
- 3.3.6 Countersink holes for exposed screwheads. Provide necessary lugs, brackets, and clips so work can be assembled and installed in a neat and suitable manner.
- 3.3.7 Conceal fastenings where possible. Unless otherwise indicated provide flathead or countersunk oval bolts and screwheads as best suited for the purpose.
- 3.3.8 Weld in place plates for mounting item(s) of finish hardware.
- 3.3.9 Provide bolts, anchors, inserts, and other miscellaneous steel and iron fastenings in forms before concrete is poured; or as to be built into masonry, as indicated on drawings, details or schedules, or as necessary to complete the work. Examine and check the Architectural, Structural, Mechanical and Electrical Drawings for number, type and locations of each items.

3.4 MISCELLANEOUS ITEMS:

- 3.4.1 Furnish, fabricate, and install miscellaneous angles, channels, bent plate, clips, anchors, and other miscellaneous metal work required and as indicated on drawings. Form as detailed or if not detailed, as required for location and purposes served, and in accordance with the applicable provisions specified herein. Furnish and install miscellaneous metal items not specifically mentioned herein, or in other sections, but which are customarily considered as part of the work, the same as if fully specified herein and detailed on drawings.
- 3.4.2 Furnish and install light steel structural items not noted on Structural Drawings or called for under "Structural Steel" Section but which are shown on the other drawings.

- 3.4.3 Furnish and install sleeves through masonry or concrete walls and footings. Fabricate of standard weight steel sections of size sufficient to allow ¼ inch clearance between the sleeve and item to be inserted.
- 3.4.4 Furnish and install anchors, brackets, and plates of suitable steel where required in connection with steel, masonry, wood and concrete construction.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

1.1 SECTION INCLUDES: Description of requirements for material, fabrications and installation of Fire-stopping and accessory items as shown drawings and necessary to complete the Finished Work. Work to include but not be limited to the following:

1.1.1 Fire-stopping materials and accessories for the following applications.

1.1.1.1 Duct, cable, conduit, and piping penetrations through fire-resistive ceiling and wall assemblies.

1.1.1.2 Penetrations of fire resistive vertical service shafts, including annular space at non-dampered duct penetrations.

1.1.1.3 Gaps, separations, and openings resulting from construction and penetrations in fire-resistive ceiling and wall assemblies, including the intersection of such components, including such items as fluted decks.

1.1.1.4 Additional locations where specifically shown on the Drawings or where specified in other Sections of the Project Manual.

1.1.2 Examine all other sections for work-related to those sections which are required to be included as work of this Section.

1.1.3 Sealing of membrane and through-penetrations in fire-rate walls and floors.

1.1.4 Damming material to contain fire-stopping materials.

1.2 RELATED SECTIONS

1.2.1 Section 078123 - Spray-on Fireproofing

1.2.2 Section 079000 - Caulking and Sealants

1.2.3 Section 092116 - Gypsum Board

1.2.4 Division 23 - Mechanical Work: Mechanical Work Requiring Fire-stopping.

1.3 REFERENCES AND STANDARDS

1.3.1 ASTM E 84 – Test Method for Surface Burning Characteristics of Building Materials.

1.3.2 ASTM E 119 – Method for Fire Tests of Building Construction and Materials.

1.3.3 ASTM E 814 – Test Method of Fire Tests of Through; Penetration Firestops.

- 1.3.4 Part 2 and Part 3, Title 24 CCR.
- 1.3.5 Uniform Building Code Standard 7-5
- 1.4 SUBMITTALS
 - 1.4.1 Fire-stop Schedule
 - 1.4.1.1 Review fire-stopping conditions and applications required by work.
 - 1.4.1.2 Prepare written schedule identifying specific types of penetrating items, wall/ceiling assembly, and proposed system fire-stopping system, incorporating systems as shown on drawings, schedule as specified in this Section and all other conditions not identified. Coordinate with conditions shown on mechanical and electrical drawings.
 - 1.4.1.3 Where specific application is not covered by current tests results, submit all necessary engineering documentation required to establish equivalent fire resistance values and obtain approval.
 - 1.4.1.4 Provide agency approval documentation, including ICBO ES reports, State Fire Marshal Listing, or other approvals.
 - 1.4.1.5 Submit in accordance with Section 013300.
- 1.5 QUALITY ASSURANCE
 - 1.5.1 Regulatory Requirements: Comply with applicable portions of codes and regulations of governmental agencies having jurisdiction. Conform to applicable sections of the CBC 2007 code and be in conformance with the National Fire Protection Association (NFPA) and recognized as an approved assembly by the State Fire Marshal (SFM). Where those requirements conflict with the specification, comply with the more stringent.
 - 1.5.2 Through and membrane penetration systems must be listed by Underwriters' Laboratories in accordance with U.L. 1479 or by other certified testing agencies in accordance with ASTM E814 when tested under positive pressure per the 1991 UBC. Installed assemblies for 1, 2, and 3-hour ratings, must conform to respective test designs. Top of wall assemblies must be listed and recognized under UL Standard 2079.
 - 1.5.3 Materials are to have been tested to provide fire rating equal to or surpassing that required by the design document.
- 1.6 DELIVERY, STORAGE, AND HANDLING
 - 1.6.1 Deliver and store in manufacturer's original unopened containers labeled with date of manufacturer and testing agency approval. Handle all products in a manner to prevent damage and deterioration.
 - 1.6.2 Clearly mark labels with manufacturer's name, brand, type, grade, batch number and packaging date.

- 1.6.3 Use all means necessary to protect the installed work and materials of all other trades. Protect completed, installed systems from damage affecting performance.
 - 1.6.4 Handle and Store materials per manufacturers printed instructions in a clean, dry, ventilated location. Protect from soiling, abuse, and moisture.
 - 1.6.5 Products must have been manufactured with previous six (6) months.
- 1.7 JOB CONDITIONS
- 1.7.1 Conform to requirements of the manufacturer.
 - 1.7.2 Provide ventilation in areas of work in conformance with manufacturers recommendations.
 - 1.7.3 Provide control of noxious or objectionable odors.
 - 1.7.4 Do not install materials until work within opening has been completed; coordinate with other sections.
- 1.8 GUARANTEE: Guarantee work against inherent or developed defects in material or installation or failure to maintain integrity in accordance with certified test designs. Guarantee work to remain smoke, fire, toxic fume, and watertight for a period of five (5) years.

PART 2 – PRODUCTS

- 2.1 GENERAL: For each type of penetration, provide products or fire-stop systems of one manufacturer, for ease of inspection and reduced contractual liability. If specified materials are discontinued, furnish updated product at no additional cost.
- 2.1.1 Fire-stopping assemblies shall represent an integrated series of materials, coordinated to provide required ratings for project specific conditions.
 - 2.1.2 Manufacturers complying with qualifications criteria and additional specified requirements are acceptable.
- 2.2 MANUFACTURER: Damming material and penetration sealants must be asbestos-free materials manufactured products tested and approved as complete through-penetration fire-stop systems in compliance with U.L. Classified Design numbers. Products must meet the requirements of ASTM E814 (UL 1479), ASTM E84 (UL 723) with flame spread no more than 0. Approved manufacturers are:
- 2.2.1 Bio-Fire-shield Inc.
 - 2.2.2 United States Gypsum Company
 - 2.2.3 Flammadur Corporation of America

- 2.2.4 General Electric Co. Silicone Products Division
 - 2.2.5 Hilti Construction Chemicals Inc.
 - 2.2.6 Metalines Inc.
 - 2.2.7 Minnesota Mining and Manufacturing Co.
 - 2.2.8 Tremco Inc.
- 2.3 MATERIALS:
- 2.3.1 Standards and Regulatory Criteria
 - 2.3.1.1 Provide systems listed under categories XHCR and XHEZ in UL Fire Resistance Directory, current edition or approved equivalent.
 - 2.3.1.2 Provide systems providing fire resistance ratings in compliance with the following Sections of Part 2, Title 24, 2007 edition CBC:
 - 2.3.1.2.1 Walls and Partitions: Section 708.1 through 708.9 709, 710 and 715.
 - 2.3.1.2.2 Ceilings: Section 711.
 - 2.3.1.2.3 Construction Joints: Section 713 and 714.
 - 2.3.1.3 Test Standards: Test fire-stopping systems in accordance with following:
 - 2.3.1.3.1 ASTM E 84 – Test Method for Surface Burning Characteristics of Building Materials.
 - 2.3.1.3.2 ASTM E 119 – Method for Fire Tests of Building Construction and Materials.
 - 2.3.1.3.3 ASTM E 814 – Test Method of Fire Tests of Through Penetration Firestops.
 - 2.3.1.3.4 UBC Standard 7-5, Fire Tests of Through – Penetration Fire-stops.
 - 2.3.2 Performance Characteristics
 - 2.3.2.1 Cold Smoke Barrier: Provide system with sealant component capable of preventing cold smoke penetration through fire-stopping.
 - 2.3.2.2 Assembly Construction: In non-symmetrical wall assemblies, select system based on least fire-resistive side.
 - 2.3.2.3 Movement capability

2.3.2.3.1 Provide system with sufficient resiliency and Elastomeric properties to accommodate anticipated thermal movements, vibration and cyclic movement of penetrating item without compromising fire-stopping function.

2.3.2.4 Habitability

2.3.2.4.1 Do not utilize systems generating explosive or flammable gas, including hydrogen, during installation or curing.

2.3.2.4.2 Provide systems without asbestos containing materials, including safing and damming materials.

2.3.2.4.3 Provide material with flow characteristics resulting in smooth, non-sag joints.

2.3.2.5 Verify compatibility of selected system with substrate and penetrating item.

2.3.2.5.1 Do not use systems with materials that stain or bleed into substrate or deposit films on surface of fire-stopping.

2.3.2.5.2 At insulated piping applications, select systems that do not require removal of insulation materials.

2.3.2.6 Fire Safety

2.3.2.6.1 Flame Spread: Maximum value of 25 per ASTM E 84.

2.3.2.6.2 Smoke Contributed: Maximum value of 50 per ASTM E 84

2.3.2.6.3 Damming Materials: Provide non-combustible damming materials for permanent installation conditions.

2.3.2.6.4 Where T ratings are required in corridor conditions, select system providing maximum flexibility for type and size of penetrating item.

2.4 OTHER MATERIALS

2.4.1 Provide all other materials, specifically described but required for complete and proper installation of this work, as selected by the Contractor and subject to the approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION

3.1.1 Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.

- 3.1.2 Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
- 3.1.3 In the event of discrepancy, immediately notify the Architect.
- 3.1.4 Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- 3.2 PREPARATION
 - 3.2.1 Clean substrate surfaces of dirt, dust, grease, oil, and loose material, or other matter which may affect bond of fire-stopping material.
 - 3.2.2 Remove incompatible materials that affect bond.
 - 3.2.3 Provide curing and ventilation environment as required for system installation.
- 3.3 INSTALLATION
 - 3.3.1 Install selected systems in accordance with listing requirements and the manufacturer's recommendations.
 - 3.3.2 Provide fire-stopping at annular space around duct penetrations where duct penetrations do not require fire dampers.
 - 3.3.3 Where large openings are created for duct, cable tray, bus duct, and other similar penetrations, close unused portions with fire-stopping tested for large opening conditions.
 - 3.3.4 Where wall framing meets uneven surface, such as fluted metal deck, irregular masonry block finish, and similar materials, select system suitable for closing gap and openings.
 - 3.3.5 Tool sealant to give surface a smooth concave appearance.
- 3.4 CLEANING
 - 3.4.1 Clean Work under provisions of Section 017400.
 - 3.4.2 Clean adjacent surfaces of fire-stopping materials.
- 3.5 FIELD QUALITY CONTROL
 - 3.5.1 Manufacturer's representative shall inspect initial installation of each type of firestop system to verify installation procedures.
 - 3.5.2 At completion of work, inspect all firestopping applications to verify compliance with listing requirements.

3.5.3 Provide written certification that all firestopping systems were installed in accordance with listing requirements and approved schedule.

3.6 PROTECTION OF FINISHED WORK

3.6.1 Protect finished Work.

3.6.2 Protect adjacent surfaces from damage by material installation.

3.7 FIRESTOPPING SCHEDULE

Type	CMU Wall	Gypsum Stl/Wood 1 Hour 2 Hour	Gypsum Stl/Wood
Metal Pipe/Conduit	CAJ1017	WL 1001	WL 1001
Metal DWV	CAJ1017	WL 1001	WL 1001
Copper	CAJ1017	WL5014	WL5014
Insulated Pipe	CAJ5041	WL8003	WL8003
Combined Penetrations	CAJ 1066	WL8003	WL8003
Type	CMU Wall	Gypsum Stl/Wood 1 Hour 2 Hour	Gypsum Stl/Wood
Ductwork 10-inch diameter without fire dampers	CAJ7003	WL7008	WL7008
Ductwork 32x14 inch diameter without fire dampers	CAJ7016		
Ductwork 36x30 inch diameter without fire dampers	WL7008	WL7008	

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

1.1 SECTION INCLUDES: Description of requirements for material, fabrications and installation of sealants, caulking and associated accessories, except for those specified in other Sections, where indicated on Drawings, and where required to provide for a weather and watertight condition shall be furnished and installed under this section of the specifications.

1.1.1 Examine all other section for work related to those section which are required to be included as work of this section.

1.1.2 Caulking and sealants for exterior glazing of new storefront systems both steel and aluminum, reglazing existing steel and aluminum frames, doors, thresholds, casings, louver frames, access panels or as otherwise noted on the drawings.

1.1.3 Joints between dissimilar materials.

1.1.4 At Concrete Curbs at walk in freeze and walk in cooler box.

1.1.5 Around Stainless steel materials in the kitchens, around kitchen equipment, including back splashes, tops of all countertops and all work surfaces against walls.

1.1.6 At stainless steel Z flashing at FRP locations.

1.1.7 Adhesive product behind wood panels, trims, marlite, FRP panels plywood backboards, Corian, plastic laminates, vinyl tack board, etc.

1.1.8 Sealants and caulking around any wall penetrations in restrooms or the exterior walls or the structure.

1.1.9 Sealants and caulking around all drinking fountains and restroom fixtures, mirrors, partitions, etc.

1.1.10 Fire Caulkings at al fire-rated wall penetrations.

1.1.11 Sealants and caulks at flashings, joints and gaps, etc., as required for a completely watertight structure.

1.2 RELATED SECTIONS

1.2.1 Section 033000 - Expansion joint filler for concrete work

1.2.2 Section 061000 – Rough Carpentry

1.2.3 Section 064100 – Architectural Wood Casework

- 1.2.4 Section 076000 - Sealants for Flashing and Sheet Metal Work
- 1.2.5 Section 077100 - Sealants in connection with roof accessories
- 1.2.6 Section 078413 - Fire stop penetration materials
- 1.2.7 Section 085113 - Steel Windows frames
- 1.2.8 Section 087000 - Thresholds
- 1.2.9 Section 088000 - Glazing Compounds
- 1.2.10 Section 092116 - Acoustical Sealant for Gypsum Drywall Systems
- 1.2.11 Section 095100 - Acoustic Ceiling Tile
- 1.2.12 Section 114000 - Kitchen Equipment
- 1.3 REFERENCES AND STANDARDS
 - 1.3.1 Federal Specifications: TT.S-00154A – Sealing Compound: Silicone Rubber Based
 - 1.3.2 ASTM – Test Method C-793-80, Effects of Accelerated Weathering on Elastomeric Joint Sealants
 - 1.3.3 ASTM C920 – Standards for Elastomeric Joint Sealants.
- 1.4 SUBMITTALS
 - 1.4.1 Manufacturer's Data: Submit list of materials proposed for use including complete data including color charts and manufacturer's specifications and installation instructions for each type of sealant, caulking compound and associated miscellaneous material required. Include published data, letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the application shown. Include location of each material.
 - 1.4.2 Samples: Submit standard color ranges of exposed materials for Architect's selection. Colors shall match adjacent painted or pre-finished surfaces.
- 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING
 - 1.5.1 Materials shall be delivered to job in sealed containers with manufacturer's name, labels, project identification, and lot numbers where appropriate.
 - 1.5.2 Store material out of weather in original containers or unopened packages as recommended by manufacturer.

- 1.5.3 Store at 80 degrees F or less in a cool, dry area. Handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants or other causes.

1.6 JOB AND ENVIRONMENTAL CONDITIONS

- 1.6.1 Job Conditions: The Sealant and Caulking Contractor shall acquaint himself with all conditions relating to the work of this Section.
- 1.6.2 Environmental Conditions: Do not proceed with installation of sealants under adverse weather conditions or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of High Early Bond strength.
- 1.6.3 Scheduling, Sequencing: Schedule application only after concrete has cured and joints are most likely to be normal size.
- 1.6.4 Maintain temperature and humidity recommended by the sealant manufacturer during and after installation. Do not proceed with installation of sealants under adverse weather conditions, or when ambient and substrate temperatures are below or above manufacturer's recommended limitations for installation or below 40 degrees F. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.
- 1.6.5 Do not install solvent curing sealants in enclosed building spaces.
- 1.6.6 Protection: Use all means necessary to protect caulking materials before, during and after installation to protect the installed work and material of all other trades.
- 1.6.7 Surface Conditions: Provide proper primers suited to conditions. Primers may be omitted upon certification by sealant manufacturer that they are not required. Where any doubt exists, prepare sample joints on actual materials as furnished for the job to determine the matter.

1.7 WARRANTY

- 1.7.1 Contractor shall submit two (2) copies of manufacturer's written 10-year warranty agreeing to replace joint sealers which fail to perform as airtight and watertight joints; or fail in joint adhesion/cohesion, abrasion resistance, weather resistance, thermal or moisture resistance, extrusion resistance, migration resistance, ultraviolet resistance, stain or color resistance, surface serviceability, general durability; or appear to deteriorate in any other manner comprising system life.
- 1.7.2 Coverage to include failure to adhere, seal, cohesion, and cure, leading to water leaks or air infiltration.
- 1.7.3 Guarantee: Contractor is to guarantee work against inherent or developed defects in material or installation, agreeing to repair or replace joint sealers,

which fail, based on any of the detrimental effects specified above. Guarantee installed work to remain watertight for a period of two (2) years.

PART 2 – PRODUCTS

- 2.1 GENERAL: Where two (2) or more of the following products are required, provide products for each application of a single manufacturer. If specified products are discontinued, furnish updated materials at no additional cost.
- 2.2 MANUFACTURERS: Provide one of the following for each different product required:
- 2.2.1 Dow Corning Corporation
 - 2.2.2 General Electric Company
 - 2.2.3 Pecora Corporation
 - 2.2.4 Rhodorsil
 - 2.2.5 Schnee-Morehead Inc.
 - 2.2.6 Sika
 - 2.2.7 Sonneborn Building Products Division
 - 2.2.8 Tremco, Inc.
- 2.3 MATERIALS:
- 2.3.1 General:
 - 2.3.1.1 Colors: For exposed materials provide color as selected by Architect from manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.
 - 2.3.1.2 Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
 - 2.3.1.3 Size and Shape: As shown or, if not shown as recommended by the manufacturer for the type and condition of joints, and for the indicated joint performance or movement.
- 2.4 ELASTOMERIC SEALANTS: For elastomeric sealants, comply with ASTM C920 requirements, including those for Type, Grade, Class and Uses.

2.4.1 One-Part Non-Acid Curing Silicone: Type S; Grade NS; Class 25; Uses NT, M, G, A, and, as applicable to joint substrates indicated.

2.4.1.1 Location: Exterior and interior vertical joints in masonry, concrete.

2.4.1.2 Provide "Dow Corning 791 or 795" by Dow Corning Corporation, GE "Silpruf", Spectrum 2 or 3 by Tremco, Pecora 865 or 895, or equal by listed manufacturer.

2.4.2 One-Part Mildew Resistant Silicone: Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated.

2.4.2.1 Location: Formulated with fungicide for sealing interior joints with nonporous substrates around sinks, plumbing fixtures and between equipment or counters and walls.

2.4.2.2 Provide "Dow Corning 786" by Dow Corning Corporation, G.E. Sanitary 1700, Pecora 898, Tremco "Tremsil 200" white or clear, or equal by listed manufacturers.

2.4.3 Multi-Part Non-sag Urethane: Type M; Grade NS; Class 25; Uses NT, M, A, and, as applicable to joint substrates indicated.

2.4.3.1 Location: Outside and inside faces of exterior wall, door and window frames between wall and frame.

2.4.3.2 Provide "Dymeric240 or 511" by Tremco, Inc., "Dynatrol II" by Pecora Corporation, "Vulkem 922" by Mameco, or equal by listed manufacturers.

2.4.4 One-Part Nonsag Urethane: Type S; Grade NS; Class 25; Uses NT, M, A, and, as applicable to joints substrates.

2.4.4.1 Location: Metal flashings and reglet joints.

2.4.4.2 Provide "Dymonic" by Tremco, Inc., "Vulkem 921 or 931" by Tremco, "Dynatrol I-XL" by Pecora, or equal by listed manufacturers.

2.4.5 Two-Part Pourable Urethane: Type P; Grade NS; Class 25; Uses T, M, A, and, as applicable to joint substrates.

2.4.5.1 Location: Exterior sidewalks and all interior floor joints.

2.4.5.2 Provide "Vulkem 245" by Tremco, THC 900/901 by Tremco, Pecora Urexpand NR-200 or Pecora Dynatrol II-SG (Grade P) or Pecora Dynatred (Shore A or +40 - Grade NS), or equal by listed manufacturers.

2.5 LATEX SEALANTS:

- 2.5.1 Acrylic Emulsion: One part, nonsag, mildew resistant, acrylic emulsion sealant complying with ASTM C834, paintable, recommended by manufacturer for exposed interior applications.
 - 2.5.1.1 Location: Use for all interior joints in field painted vertical and overhead joints not indicated otherwise.
 - 2.5.1.2 Provide "AC-20" by Pecora Corporation, No. 834 by Tremco or equal by listed manufacturers.
- 2.6 FIRE RATED PARTITIONS: At 1 or 2 hr. fire-rated partition penetrations other than those specified in Section 078413, where rated wall assembly is broken at the drywall, use 3M "Fire-Barrier" CP 25N/S with rock wool filler or Tremco Fyre Shield with "Cera Blanket FS" as backing. Color to match adjacent surfaces, as required. Usages shall be in conformance with one or more approved U.L. System Numbers conforming to adjacent construction U.L. 148 or equal.
- 2.7 BOND BREAKER: Polyethylene tape or masking tape as recommended by the sealant manufacturer.
- 2.8 SOLVENTS, CLEANING AGENTS: and other accessory materials shall be as recommended by the sealant manufacturer. They should not be used in enclosed non-ventilated spaces.
- 2.9 CAULKING: Where specifically called for on the Drawings, shall be "Plastoid" Type C, Pabco "White Hydroseal", or approved equal conforming to Fed. Spec. TT-C-00598C.
- 2.10 JOINT CLEANER: Non-corrosive, non-staining type and compatible with joint forming materials.
- 2.11 CAULKING TAPE: Extruded Butyl Sealing Tape, Inco No. 7516 or pre-approved equal.
- 2.12 FIRE CAULKING: Fire Caulking shall be pre-approved sealant such as "3M Fire Caulking", manufactured by 3M Products.

PART 3 – EXECUTION

- 3.1 SURFACE CONDITION: Verify that joint surfaces to receive caulking or sealant are sound, smooth, clean, dry and free of moisture, dirt, dust or other visible contaminants that could interfere with adhesion or bond of the sealant. Applications of non-visible coatings or contaminants to surfaces of rabbet area prior to application of sealant are subject to control by Architect in consultation with sealant manufacturer.
- 3.2 INSPECTION
 - 3.2.1 Surface Acceptance: Examine all surfaces to be sealed or caulked for acceptance.

- 3.2.1.1 Joint dimensions shall be inspected and reviewed to verify that they are in conformance with specifications and manufacturer's requirements and are acceptable to receive sealant and backup materials.
- 3.2.1.2 Joint shall be of sufficient width and depth to accommodate specified backup material or preformed joint filler and sealants, but in no case shall sealant application be less than ¼ inch wide and ¼ inch deep, except as recommended by the manufacturer or otherwise approved by the Architect.
- 3.2.2 Do not Seal or Caulk Joints until they are in compliance with requirements of the approved manufacturer or materials, the details as shown on the drawings and the specified requirements of other sections of the specifications.
- 3.2.3 Inspect all existing window and door frames to be reglazed and recaulked to determine any damage which prevents sealants effectiveness. Clean all existing frames as required prior to caulking installation. Commencement of work means acceptance of the existing conditions.
- 3.2.4 Use only that caulking material that is best suited to the installation and is so recommended by the caulking material manufacturer for that application.

3.3 APPLICATION

- 3.3.1 Back Up: Install backup material or joint filler of type and size specified at proper depth in joint to provide sealant dimensions as detailed or as recommended by the manufacturer. Backup material shall be of suitable size and shape so that when compressed (25 to 50 percent), it will fit in joints as required. Sealant shall not be applied without backup material and, if necessity, bond breaker strip. When using backup or hose or rod stock, roll the material into the joint to avoid lengthwise stretching. Hose or rod stock shall not be twisted or braided.
 - 3.3.1.1 Perform work in accordance with ASTM 2962 for Elastomeric and C790 for latex based sealants.
- 3.3.2 Bond Breaker: Use specified bond breaker strip between sealant and supporting type backup material. Bond breaker strip shall be used in all joints where sufficient room for backup does not exist or where required to prevent sealant bonding to undesirable surfaces.
- 3.3.3 Apply Masking Tape: Where required, in continuous strips in alignment with joint edge. Remove tape immediately after joints have been sealed and tooled as directed.
- 3.3.4 Prime surfaces to receive joint sealant with primer as recommended by sealant manufacturer. Do not apply primer to exposed finish surfaces.
- 3.3.5 Sealant: Do not use a sealant compound that has exceeded its shelf life or has become too jellied to be discharged in a continuous flow from the gun.

- 3.3.5.1 Apply sealant with a caulking gun, using proper nozzles. Use sufficient pressure to properly fill the joints with sealant to the back-up material.
- 3.3.5.2 After joints have been completely filled, they shall be neatly tooled to eliminate air pockets or voids and to provide a smooth, neat appearing finish in intimate contact with interfaces. After tooling, surface at sealant shall be free of ridges, wrinkles, sags, air pockets, and embedded impurities. When tooling white or light color sealants, use clean water, wet or dry tool or tooling solution recommended by sealant manufacturer.
- 3.3.5.3 Apply at recommended application temperatures.
- 3.3.5.4 Install sealant free of air pockets, bubbles, foreign matter, ridges or sags.
- 3.3.5.5 Tool joints concave.
- 3.3.6 Caulk all exterior joints and openings in the building envelope that are obscureable sources of air infiltration.
- 3.3.7 Measurable joint dimensions and size materials to achieve required width/depth ratios.
- 3.3.8 Sealant Schedules
 - 3.3.8.1 Exterior
 - 3.3.8.1.1 PM frames, metal doors, steel and aluminum windows, dissimilar materials, sheet metal flashings and constructions, cap flashings, gutters, downspouts, vents, louvers, etc.
 - 3.3.8.1.2 Thresholds
 - 3.3.8.1.3 At all other conditions indicated on the drawings.
 - 3.3.8.2 Interior
 - 3.3.8.2.1 Glass Glazing, Steel and Aluminum Frames, PM Frames and Metal Doors.
 - 3.3.8.2.2 Base of FRP and ceramic tile walls in kitchens and restrooms.
 - 3.3.8.2.3 At concrete curbs at all cooler boxes and freezer boxes.
 - 3.3.8.2.4 At all restroom wall penetrations such as grab bars, towel bars, soap dishes, for moisture protection of structural elements.
 - 3.3.8.2.5 At all other conditions indicated on the drawings.
 - 3.3.8.2.6 At all drinking fountains, stainless steel countertops, back-splashes, and work top against walls.

3.3.8.2.7 Thresholds and stainless-steel flashings in all prep rooms and wets areas.

3.3.8.2.8 Dissimilar materials.

3.3.8.2.9 Thresholds and stainless-steel flashings in all prep rooms and wet areas.

3.4 PREPARATION OF SURFACES

3.4.1 General: Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, old sealants, paint, surface dirt, etc. Sealant must be applied to the base surface.

3.4.2 Porous Material such as concrete or masonry shall be cleaned where necessary by grinding, sand or water blast cleaning, mechanical abrading, acid washing, or a combination of these methods as required to provide a clean, sound base surface for sealant adhesion.

3.4.2.1 Laitance shall be removed by acid washing, grinding or mechanical abrading.

3.4.2.2 Form oils, release agents or chemical retardants shall be removed by sand or water blast cleaning.

3.4.2.3 Loose particle present or resulting from grinding, abrading or blast cleaning shall be removed by blowing out joints with compressed air (oil-free) prior to application of primer or sealant.

3.4.2.4 Sealants shall not be applied to masonry joints where water repellent or masonry preservative has been applied. Waterproofing treatments shall be applied after sealants and caulking when called for.

3.4.3 Nonporous Surfaces such as metal and glass shall be cleaned either mechanically or chemically. Protective coatings on metallic surfaces shall be removed by a solvent that leaves no residue. Solvent shall be used with clean white cloths or lint free paper towels and wiped dry with clean, dry white cloths or lint free paper towels. Do not allow solvent to air dry without wiping. Joint areas protected with masking tape or strippable films shall be cleaned as above after removal of tape or film.

3.4.4 Sealant Preparation: Do not modify the sealant by addition of liquids, solvents or powders. Mix multi-component Elastomeric sealants in accordance with manufacturer's printed instructions.

3.4.5 Perform preparation in accordance with sealant manufacturer's recommendations.

3.4.6 Protect surrounding areas from damage or disfiguration.

- 3.4.7 Do not caulk under weather conditions or sun conditions potentially harmful to the set and curing of the caulking material.
- 3.4.8 Joint Backing: In joints where depth of joint exceeds required depth of sealant, install joint backing to provide backing and uniform depth of sealant.
- 3.5 CLEAN-UP
 - 3.5.1 Immediately clean adjacent surfaces free of sealant or soiling resulting from this work as work progresses. Use a solvent or cleaning agent as recommended by the sealant manufacturer. All finished work shall be left in a neat clean condition.
 - 3.5.2 Remove masking tape immediately after tooling joints, leaving finished work in a neat and clean condition.
 - 3.5.3 Upon completion of the work of this section, remove all resulting surplus materials, rubbish and debris from the premises.
 - 3.5.4 Repair or replace defaced or disfigured work caused by this section.
- 3.6 PROTECTION AND CURE
 - 3.6.1 Protect all sealants until cured.
 - 3.6.2 Do not paint until cured. Do not paint silicone sealants at any time.
 - 3.6.3 Cure sealants in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.
 - 3.6.4 Protect joint sealers during the construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at the time of Owner's acceptance.

END OF SECTION

PART 1 – GENERAL:

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

1.1 SUMMARY

1.1.1 Work includes complete preparation and finishing of all surfaces as indicated in the plans and specifications except surfaces specifically excluded.

1.1.2 Surfaces not to be painted unless otherwise specified:

1.1.2.1 Aluminum, Copper, Brass, Stainless Steel, Nickel or Chrome.

1.1.2.2 Finish hardware.

1.1.2.3 Acoustical ceilings.

1.1.2.4 Flooring.

1.1.2.5 Electrical fixtures and receptacles.

1.1.2.6 Exterior concrete pavements.

1.1.2.7 Toilet compartments and accessories.

1.1.2.8 All items with complete factory finish, except mechanical and electrical items as specified herein.

1.1.2.9 Code required labels, equipment identification and performance rating plates.

1.1.2.10 Items in mechanical rooms.

1.1.2.11 Other surfaces as indicated on the drawings.

1.1.3 Related work:

1.1.3.1 Section 321216 – Asphaltic Concrete Paving

1.2 SUBMITTALS

1.2.1 Submit six (6) copies of a complete list of all materials proposed for use in the work, including manufacturer's technical data, identified by manufacturer's name and product number.

1.2.2 Submit for approval three (3) 8-½" x 11" samples of each color and finish. For natural and stained finishes, provide samples on type and quality of wood used on the product. Identify each sample as to color, finish type, and texture. Color shall be as selected by the Architect.

1.3 QUALITY ASSURANCE

- 1.3.1 Work, equipment and materials must conform to applicable Federal, State, and Local laws and regulations, including compliance with all air quality regulations applicable to the project location. Current manufacturer's material safety data sheets for all materials in use and/or stored at the project site must be on the site at all times.
- 1.3.2 Prepare sample wall areas as directed by the Architect. These areas will represent the standard of work for the project when approved.

1.4 DELIVERY, STORAGE AND HANDLING

- 1.4.1 All materials shall be of the brand and quality specified and shall be delivered at the project site in clean, original, unopened, labeled containers bearing the manufacturer's name, type of paint and instructions for mixing and/or reducing.
- 1.4.2 Store materials as designated. Storage area shall be kept clean and neat at all times. All damage to storage area and surrounding areas shall be cleaned and repaired to new condition.
- 1.4.3 Rags, waste and combustible rubbish shall be stored in approved metal containers and removed daily from site. Take all necessary precautions to prevent fire.
- 1.4.4 Provide one gallon of paint for each type/color of paint used for extra stock.

1.5 PROJECT SITE CONDITIONS

- 1.5.1 Measure moisture content of surfaces using an electronic moisture meter. Do not apply materials unless moisture contents are below the following maximums:
 - 1.5.1.1 Plaster – 8 percent
 - 1.5.1.2. Gypsum Board – 12 percent
 - 1.5.1.3 Masonry, Concrete and Concrete Block – 12 percent
 - 1.5.1.4 Wood – 15 percent
- 1.5.2 Ensure surface temperature fall within recommendations of the material manufacturer.
- 1.5.3 Do not apply materials during fog, rain or mist, or when inclement weather is expected within the dry time specified by the manufacturer.

1.6 SEQUENCING AND SCHEDULING

- 1.6.1 Backpriming of all wood items to be set against concrete, masonry or plaster shall be performed, scheduled and coordinated to avoid delays in installation.
- 1.6.2 Priming of walls scheduled to receive wall covering shall be performed and scheduled to facilitate dry time prior to wall covering installation.

1.7 MAINTENANCE

- 1.7.1 Provide Owner with unopened, clearly labeled containers of each type and color of finish material installed for maintenance use. Quantities provided shall be a minimum of 2 percent of quantities actually applied, but not less than 1 gallon each.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- 2.1.1 Materials necessary to complete the painting and finishing schedule as specified herein are taken from the stock list of the Architectural finishes of Vista Paint Corporation (no substitution), and are standards for kind, quality and function.

2.2 MATERIALS

- 2.2.1 All materials shall conform with specified standards of quality and shall be of fresh stock, unused, free of defects and imperfections. Where two (2) or more identical or compatible materials are required, they shall be of the same manufacture.
- 2.2.2 Materials shall be ready-mixed except field catalyzed coatings. Field tinting of materials will not be permitted.
- 2.2.3 Materials shall have good flowing and brushing characteristics and dry or cure free from streaks or sags.
- 2.2.4 Paint accessory materials such as putty, spackle, thinners, reducers and shellacs shall be of the highest quality and fully compatible with the specified materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- 3.1.1 Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to the Architect any condition that may potentially affect proper application and appearance. Do not commence until such defects in have been corrected.
- 3.1.2 Where directed by the Architect, correct defects in surfaces which may adversely affect work of this section.

3.2 PROTECTION

- 3.2.1 Protect unpainted surfaces, lawns, shrubbery and adjacent surfaces against paint and damage. Repair damage resulting from inadequate protection.
- 3.2.2 Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or splatter from foul surfaces not being painted.

- 3.2.3 Remove electrical plates, surfaces hardware and related fittings prior to commencement of work. Carefully store, clean and replace these items on completion of work in each area.
 - 3.2.4 Protect all surfaces, equipment and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking and staging. Repair damage resulting from inadequate protection.
- 3.3 PREPARATION
- 3.3.1 Concrete surfaces shall be dry, clean and free from efflorescence, encrustations and other foreign matter. Any glazed surface shall be slightly roughened or etched. Curing compounds, bond breakers, release agents and other coatings shall be removed with a light sandblast or high pressure power wash.
 - 3.3.2 Remove dirt, loose mortar, scale, powder and other foreign matter from concrete block surfaces which are to be painted or treated with a clear sealer.
 - 3.3.3 Remove mildew from affected surfaces with a solution of Tri-Sodium Phosphate and bleach.
 - 3.3.4 Rinse with clean water and allow to dry completely.
 - 3.3.5 Remove all oils and contamination from galvanized and aluminum surfaces scheduled to be painted by washing with mineral spirits.
 - 3.3.6 Remove grease, rust, scale, dirt, and dust from ferrous metal surfaces. Prime coating shall be performed not less than 30 minutes, not more than 3 hours after preparation.
 - 3.3.7 Sand and scrape shop primed metal to remove loose primer and rust. Touch up bare, abraded and damaged areas with 910 Red Oxide Primer. Feather edges to make touch up patches inconspicuous.
 - 3.3.8 Remove dust, grit and foreign matter from wood surfaces. Sand surfaces and dust clean. Spot coat knots, pitch streaks and sappy section with 4200 Terminator II when surfaces are to be painted. Fill nail holes, cracks and other defects after priming and spot prime repairs when fully cured.
 - 3.3.9 Plaster surfaces shall be dry and free from efflorescence, encrustations and foreign matter. Fill cracks, holes and imperfections, smoothing repairs to match adjacent texture. Allow repairs to fully cure before priming.
 - 3.3.10 Gypsum drywall shall be dusted clean and free from encrustations and other foreign matter.
 - 3.3.11 Existing surfaces to be recoated shall be thoroughly cleaned and deglossed by sanding or other means prior to priming and painting. Patched and bare areas shall be spot primed with the same paint as specified for new work.
 - 3.3.12 Preparation of other surfaces shall be performed following specific recommendations of the coating manufacturer.

3.4 APPLICATION

- 3.4.1 All work shall be executed in strict accordance with manufacturer's printed directions for materials used. Use application equipment and techniques best suited for substrate and type of material being applied.
- 3.4.2 All materials shall be applied smoothly without runs, sags, skips, holidays or other defects.
- 3.4.3 Enamels and varnishes shall be lightly sanded between coats, dusted and wiped clean before recoating.
- 3.4.4 Back prime all wood to be set against concrete, masonry or plaster.
- 3.4.5 Allow each coat to dry completely before applying succeeding coat.
- 3.4.6 Each coat of paint is to be slightly darker than preceding coat unless otherwise approved by the Architect.
- 3.4.7 Number of coats specified are minimum that shall be applied. Additional coats shall be applied when undercoats, strains, cloudy or mottled conditions or other defects appear in the finish, until the paint film is of a uniform finish, color and appearance.

3.5 INSPECTION

- 3.5.1 All work shall be subject to approval by the Architect. Work not in compliance with specifications shall be properly and promptly corrected.

3.6 PROTECTION

- 3.6.1 Provide "Wet Paint" signs, barricades and other items required to protect newly finished surfaces. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
- 3.6.2 At the completion of work of other trades, touch-up and repair all damaged and defaced surfaces.

3.7 FINISHING SCHEDULE – EXTERIOR

CONCRETE – PLASTER – STUCCO

FLAT:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	3000	Acribond (100% Acrylic Solid Bodied Stain)
Third Coat	3000	Acribond (100% Acrylic Solid Bodied Stain)
First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)
First Coat	4600	Uniprime II (100% Acrylic Primer)

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

Second Coat	1000	Duraglide (Vinyl Acrylic)
Third Coat	1000	Duraglide (Vinyl Acrylic)
First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	500	Solotex Multi-Mil Acrylic Elastomeric
Third Coat	500	Solotex Multi-Mil Acrylic Elastomeric
	OR	
Second Coat	1900	Weather Master Acrylic Elastomeric
Third Coat	1900	Weather Master Acrylic Elastomeric
	OR	
Second Coat	1800	100% Acrylic Med Build Texture Coat
Third Coat	1800	100% Acrylic Med Build Texture Coat

EGGSHELL:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

MASONRY – BLOCK – BRICK- SPLIT FACE

FLAT:

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	
	018	100% Acrylic Heavy Duty Block Filler
		Acribond (100% Acrylic Solid Bodied Stain)
Second Coat	3000	Acribond (100% Acrylic Solid Bodied Stain)
Third Coat	3000	Acribond (100% Acrylic Solid Bodied Stain)
	OR	
First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

MASONRY – BLOCK –

BRICK- SPLIT FACE -CONT.

FLAT:

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	
	018	100% Acrylic Heavy Duty Block Filler
Second Coat	1000	Duraglide (Vinyl Acrylic)
Third Coat	1000	Duraglide (Vinyl Acrylic)
First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	

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	018	100% Acrylic Heavy Duty Block Filler
Second Coat	500	Solotex Multi-Mil Acrylic Elastomeric
Third Coat	500	Solotex Multi-Mil Acrylic Elastomeric
	OR	
Second Coat	1900	Weather Master Acrylic Elastomeric
Third Coat	1900	Weather Master Acrylic Elastomeric

EGGSHELL:

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	
First Coat	018	100% Acrylic Heavy Duty Block Filler
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	
	018	100% Acrylic Heavy Duty Block Filler
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR	
	018	100% Acrylic Heavy Duty Block Filler
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

WOOD: SMOOTH – ROUGH SAWN – HARDBOARD - SIDING

FLAT:

First Coat	4200	Terminator II Acrylic Epoxy-Ester Primer
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)
First Coat	4200	Terminator II Acrylic Epoxy-Ester Primer
Second Coat	3000	Acribond (Acrylic Stain)
Third Coat	3000	Acribond (Acrylic Stain)

WOOD: SMOOTH – ROUGH SAWN – HARDBOARD – SIDING -CONT.

EGGSHELL:

First Coat	4200	Terminator II Acrylic Epoxy-Ester Primer
Second Coat	8300	Eggshell (100% Acrylic)
Third Coat	8300	Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4200	Terminator II Acrylic Epoxy-Ester Primer
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)

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Third Coat	8400	Carefree Semi-Gloss (100%) Acrylic)
	OR	
First Coat	6600	AquaLac Undercoater
Second Coat	9400	Aqua Fusion SG (Waterbased Alkyd Emulsion)
Third Coat	9400	Aqua Fusion SG (Waterbased Alkyd Emulsion)
GLOSS:		
First Coat	4200	Terminator II Acrylic Epoxy-Ester Primer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)
	OR	
First Coat	6600	AquaLac Undercoater
Second Coat	9500	Aqua Fusion Gloss (Waterbased Alkyd Emulsion)
Third Coat	9500	Aqua Fusion Gloss (Waterbased Alkyd Emulsion)
<u>WOOD: STAINED</u>		
Acrylic (Solid Bodied):		
One Coat	3000	Acribond (100% Acrylic)
	OR	
(Solid Bodied):		
One Coat		Olympic Solid Bodied Stain Distributed by Vista Paint Corporation
(Semi-Transparent):		
One Coat		Olympic Solid Bodied Stain Distributed by Vista Paint Corporation
<u>METAL: FERROUS – IRON – STEEL</u>		
FLAT:		
First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	2000	Duratone (100% Acrylic)
EGGSHELL:		
First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8300	Carefree Eggshell (100% Acrylic)
	OR	
First Coat	9610	Protec Metal Prime Red Oxide
Second Coat	9700	Protec Waterbased Alkyd Emulsion Satin Finish
Third Coat	9700	Protec Waterbased Alkyd Emulsion Satin
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Finish

SEMI-GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)
	OR	
First Coat	9610	Protec Metal Prime Red Oxide
Second Coat	9800	Protec Waterbased Alkyd Emulsion SG
Third Coat	9800	Protec Waterbased Alkyd Emulsion SG

GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8500	Carefree Gloss (100% Acrylic)
	OR	
First Coat	9610	Protec Metal Prime Red Oxide
Second Coat	9900	Protec Waterbased Alkyd Emulsion Gloss Finish
Third Coat	9900	Protec Waterbased Alkyd Emulsion Gloss Finish

METAL: NON-FERROUS – GALVANIZED – ALUMINUM

FLAT:

First Coat	4800	Metal Pro White Primer
Second Coat	2000	Duratone
Third Coat	2000	Duratone

EGGSHELL:

First Coat	4800	Metal Pro White Primer
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

METAL: NON-FERROUS – GALVANIZED – ALUMINUM

GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss 100% Acrylic)

3.8 FINISHING SCHEDULE – INTERIOR

CONCRETE – PLASTER – MASONRY

FLAT:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8100	Carefree Flat (100% Acrylic)
Third Coat	8100	Carefree Flat (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6100	Earth Coat Flat (100% Acrylic)
Third Coat	6100	Earth Coat Flat (100% Acrylic)

LOW SHEEN:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8200	Carefree Velva Sheen (100% Acrylic)
Third Coat	8200	Carefree Velva Sheen (100% Acrylic)

EGGSHELL:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Carefree Earth Coat Primer
Second Coat	6300	Earth Coat Eggshell (100% Acrylic)
Third Coat	6300	Earth Coat Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6400	Earth Coat Semi-Gloss (100% Acrylic)
Third Coat	6400	Earth Coat Semi-Gloss (100% Acrylic)
		OR
Second Coat	9800	Protec Waterbased Alkyd Emulsion SG Finish
Third Coat	9800	Protec Waterbased Alkyd Emulsion SG Finish

GLOSS:

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

OR

First Coat	4900	Prime Coat II
Second Coat	9500	Aqua Fusion Water-based Alkyd Emulsion

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Third Coat	9500	Aqua Fusion Water-based Alkyd Emulsion
WOOD:		
FLAT:		
First Coat	6600	Aqua Lac- Quick Dry Undercoater
	OR	
	188	Acrylic Primer Prep Coat
Second Coat	8100	Carefree Flat (100% Acrylic)
Third Coat	8100	Carefree Flat
LOWSHEEN:		
First Coat	6600	Aqua Lac- Quick Dry Undercoater
	OR	
	188	Acrylic Primer Prep Coat
Second Coat	8200	Carefree Flat (100% Acrylic)
Third Coat	8200	Carefree Flat (100% Acrylic)
EGGSHELL:		
First Coat	6600	Aqua Lac- Quick Dry Undercoater
	OR	
	188	Acrylic Primer Prep Coat
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)
SEMI-GLOSS:		
First Coat	6600	Aqua Lac- Quick Dry Undercoater
	OR	
	188	Acrylic Primer Prep Coat
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)
GLOSS:		
First Coat	6600	Aqua Lac- Quick Dry Undercoater
	OR	
	188	Acrylic Primer Prep Coat
Second Coat	8500	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8500	Carefree Semi-Gloss (100% Acrylic)
	OR	
First Coat	6600	Aqua Lac- Quick Dry Undercoater
Second Coat	9500	Aqua Fusion Water-based Alkyd Emulsion
Third Coat	9500	Aqua Fusion Water-based Alkyd Emulsion
	OR	
First Coat	6600	Aqua Lac- Quick Dry Undercoater
Second Coat	9900	Aqua Fusion Water-based Alkyd Emulsion
Third Coat	9500	Aqua Fusion Water-based Alkyd Emulsion

DRYWALL:

FLAT:

First Coat	1100	Hi-Build PVA High Solids Sealer
Second Coat	8100	Carefree Flat (100% Acrylic)
Third Coat	8100	Carefree Flat (100% Acrylic)

Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6100	Earth Coat Flat (100% Acrylic)
Third Coat	6100	Earth Coat Flat (100% Acrylic)

LOW SHEEN:

First Coat	1100	Hi-Build PVA High Solids Sealer
Second Coat	8200	Carefree Velva Sheen (100% Acrylic)
Third Coat	8200	Carefree Velva Sheen (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6200	Earth Coat Eggshell (100% Acrylic)
Third Coat	6200	Earth Coat Eggshell (100% Acrylic)

EGGSHELL:

First Coat	1100	Hi-Build PVA High Solids Sealer
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6300	Earth Coat Eggshell (100% Acrylic)
Third Coat	6300	Earth Coat Eggshell (100% Acrylic)

SEMI GLOSS:

First Coat	1100	Hi-Build PVA High Solids Sealer
Second Coat	8400	Carefree Gloss (100% Acrylic)
Third Coat	8400	Carefree Gloss (100% Acrylic)

(Low VOC / Low Odor)

First Coat	6000	Earth Coat Primer (100% Acrylic Primer)
Second Coat	6400	Earth Coat Eggshell (100% Acrylic)
Third Coat	6400	Earth Coat Eggshell (100% Acrylic)

GLOSS:

First Coat	1100	Hi-Build PVA High Solids Sealer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

OR

First Coat	6600	AquaLac (100% Acrylic)
Second Coat	9500	Aqua Fusion WB Alkyd Emulsion
Third Coat	9500	Aqua Fusion WB Alkyd Emulsion

ACOUSTIC CEILINGS

FLAT:

One Coat	013	Acoustic Kote (Vinyl Flat)
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WOOD: PIGMENTED LACQUER

LACQUER FLAT:

First Coat	NAW 1320	Lacquer Undercoat Valspar
Second Coat	NAW 1321	Flat -Valspar
Third Coat	NAW 1321	Flat -Valspar

LACQUER SATIN:

First Coat	NAW 1320	Lacquer Undercoat -Valspar
Second Coat	NAW 1312	Satin -Valspar
Third Coat	NAW 1312	Satin -Valspar

LACQUER SEMI-GLOSS:

First Coat	NAW 1320	Lacquer Undercoat -Valspar
Second Coat	NAW 1326	Semi-Gloss -Valspar
Third Coat	NAW 1326	Semi-Gloss -Valspar

LACQUER GLOSS:

First Coat	NAW 1320	Lacquer Undercoat -Valspar
Second Coat	NAW 1329	Gloss -Valspar
Third Coat	NAW 1329	Gloss -Valspar

WOOD: CLEAR LACQUER

LACQUER FLAT:

First Coat	0250 VWS Series	Wiping Satin
Second Coat	NAS 1820	Water White Sanding Sealer
Third Coat	NAF 1821	Mar Resistant Flat
Fourth Coat	NAF 1821	Mar Resistant Flat

LACQUER SATIN:

First Coat	0250 VWS Series	Wiping Satin
Second Coat	VWS 1820	Water White Sanding Sealer
Third Coat	WS 1821	Mar Resistant Satin
Fourth Coat	NAF 1821	Mar Resistant Satin

LACQUER SEMI-GLOSS:

First Coat	0250 VWS Series	Wiping Satin
Second Coat	WS 1820	Water White Sanding Sealer
Third Coat	NAF 1826	Mar Resistant Semi-Gloss
Fourth Coat	NAF 1826	Mar Resistant Semi-Gloss

LACQUER GLOSS:

First Coat	0250 VWS Series	Wiping Stain
Second Coat	WS 1820	Water White Sanding Sealer
Third Coat	NAC 1829	Mar Resistant Gloss
Fourth Coat	NAC 1829	Mar Resistant Gloss

METAL: FERROUS – IRON – STEEL

FLAT:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8100	Carefree Flat (100% Acrylic)

LOW SHEEN:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8200	Carefree Velva Sheen (100% Acrylic)

EGGSHELL:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	4800	Metal Pro White Primer
Third Coat	8500	Carefree Gloss (100% Acrylic)
	OR	
First Coat	4800	Metal Pro White Primer
Second Coat	9900	Protec Waterbased Alkyd Emulsion
Third Coat	9900	Protec Waterbased Alkyd Emulsion

METAL: NON-FERROUS – GALVANIZED – ALUMINUM

FLAT:

First Coat	4800	Metal Pro White Primer
Second Coat	8100	Carefree Flat (100% Acrylic)
Third Coat	8100	Carefree Flat (100% Acrylic)

LOW SHEEN:

First Coat	4800	Metal Pro White Primer
Second Coat	8200	Carefree Velva Sheen (100% Acrylic)
Third Coat	8200	Carefree Velva Sheen (100% Acrylic)

EGGSHELL:

First Coat	4800	Metal Pro White Primer
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS:

First Coat	4800	Metal Pro White Primer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)
	OR	
First Coat	4800	Metal Pro White Primer
Second Coat	9900	Protec Water-Based Industrial
Third Coat	9900	Protec Water-Based Industrial

END SECTION

PART 1 – GENERAL:

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.1 WORK INCLUDED:

1.1.1 Work Includes:

- 1.1.1.1 Room identification system
- 1.1.1.2 Required informational signs).
- 1.1.1.3 Site signage.

1.2 RELATED WORK:

1.2.1 Related Work Specified Elsewhere:

- 1.2.1.1 Section 321723 – Parking Striping: Directional arrows and disabled marking.
- 1.2.1.2 Section 033000 – Concrete Work: Footings for signs.

1.3 QUALITY ASSURANCE:

1.3.1 Regulatory Requirements:

- 1.3.1.1 Comply with applicable codes and regulations of the Title 24 Code of Regulations and A.D.A. (Americans with Disabilities Act) requirements.
- 1.3.1.2 Where requirements of applicable codes, regulations and standards conflict with this specification, comply with the more stringent provisions.

1.4 SUBMITTALS:

1.4.1 Product Data: Submit complete manufacturer's description literature and specifications in accordance with the provisions of Section 013300.

1.4.1.1 Materials List: Submit complete lists of materials and equipment proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item where applicable.

1.4.1.2 Manufacturer's Recommendations: Submit the manufacturer's current recommended methods of installation.

1.4.2 Samples: In accordance with the provisions of Section 013300, submit manufacturer's standard palette for the selection of colors and metal finishes.

1.5 DELIVERY, STORAGE, AND HANDLING:

- 1.5.1 Protection: Use all means necessary to protect the materials of this section before, during, and after installation.
- 1.5.2 Replacements: In the event of damage, immediately make repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.6 ACCESSIBILITY CODE GUIDELINES:

1.6.1 **Signage and graphics:**

Raised characters shall comply with **CBC Section 11B-703.2:**

- **Depth:** It shall be 1/32 inch (0.8 mm) minimum above their background and shall be sans serif uppercase and be duplicated in Braille.
- **Height:** It shall be 5/8 inch (15.9 mm) minimum and 2 inches (51 mm) maximum based on the height of the uppercase letter "I". **CBC Section 11B-703.2.5**
 - **Finish and contrast:** Characters and their background shall have a non-glare finish. Character shall contrast with their background with either light characters on a dark background or dark characters on a light background. **CBC Section 11B-703.5.1**
- **Proportions:** It shall be selected from fonts where the width of the uppercase letter "O" is 60 % minimum and 110 % maximum of the height of the uppercase letter "I". Stroke thickness of the uppercase letter "I" shall be 15 % maximum of the height of the character. **CBC Sections 11B-703.4 and 11B-703.6**
- **Character Spacing:** Spacing between individual tactile characters shall comply with **CBC Section 11B-703.2.7 and 11B-703.2.8**
- **Braille:** It shall be contracted (Grade 2) and shall comply with **CBC Sections 11B-703.3 and 11B-703.4**. Braille dots shall have a domed and rounded shape and shall comply with **CBC Table and Figure 11B-703.3.1**.
- **Mounting height:** A tactile sign shall be located 48" minimum to the baseline of the lowest Braille cells and 60" maximum to the baseline of the highest line of raised characters above the finish floor or ground surface.
- **Mounting location:** A tactile sign shall be located on the approach side, as one enters or exits rooms or space, and be reached within 0" of the required clear floor space per **CBC Section and Figure 11B - 703.4.2** as follows:
 - a clear floor space of 18' x 18" minimum, centered on the tactile characters, shall be provided beyond the arc of any door swings between the closed position and 45-degree open position.
 - on the wall at the latch side of a single door.
 - on the inactive leaf of a double door with one active leaf.
 - on the wall at the right side of a double door with two active leaves.
 - on the nearest adjacent wall where there is no wall space at the latch side of a single door or no space at the right side of a double door with two active leaves.
- **Visual characters** shall comply with **CBC Section 11B-703.5** and shall be 40" minimum above finish floor or ground.
- **Pictograms** shall comply with **CBC Section 11B-703.6**.

Symbol of accessibility shall comply with **CBC Section 11B-703.7**.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- 2.1.1 Design is based on the use of products manufactured by Mohawk Systems, Schenectady, NY (518) 370-3433.
- 2.1.2 Materials shall be the product of one (1) manufacturer and shall be either the ones upon which the design is based or the products of a manufacturer approved in accordance with Section 012513. Contractor to furnish and install all signs.
 - 2.1.2.1 Vomar Products, Inc., Canoga Park, CA (818) 610-5115.
 - 2.1.2.2 ASI Sign Systems, Los Angeles, CA (310) 8645-1400.

2.2 MATERIALS:

- 2.2.1 **General:** Arrange the required letters, numbers and figures with uniform margins, in the letter style and size as selected by the Architect from manufacturer's standard.
- 2.2.2 **Plastic Sign Plates:** Comply with A.D.A. and Title 24. All plastic signs and toilet room plastic symbols shall be Owner furnished and Owner installed **(C.F.C.I.)**
 - 2.2.2.1 All signage shall conform to CBC Sections 11B-703.2. Tactile exit signage shall be provided per CBC Section and Figure 11B-703.4.1 & 11B-703.4.2. **(C.F.C.I.)**
 - 2.2.2.1.1 **Character Type:** Characters on signs shall be raised 1/32-inch (0.794 mm) minimum and shall be sans serif uppercase characters accompanied by Grade 2 Braille (see Note 5 below).
 - 2.2.2.1.2 **Character Size:** Raised characters shall be a minimum of 5/8 inch (15.9 mm) and a maximum of 2 inches (51 mm) high. **(C.F.C.I.)**
 - 2.2.2.1.3 **Finish and Contrast:** Contrast between characters, symbols and their background must be 70 percent minimum and have a non-glare finish. CBC 11B-703.5.1. **(C.F.C.I.)**
 - 2.2.2.1.4 **Proportions:** Characters on signs shall have a width-to-height ratio of between 3:5 and 1.1:1 and a stroke width-to-height ratio of between 1:5 and 1:10. CBC 11B-703.2.4 & 11B-703.2.6. **(C.F.C.I.)**

All letters measured must be uppercase. After choosing a typestyle to test, begin by printing the letters **I**, **X** and **O** at 1-inch height. Place the template's 1.1:1 square over the **X** or **O**, whichever is narrower. If the character is not wider than 1 inch, nor narrower than the 3:5 rectangle, the proportions are correct. Use the 1:5 rectangle to determine if the stroke of the **I** is too broad, and the 1:10 rectangle to see if it is too narrow. If all the tests are passed, the typestyle is compliant with proportion code.

2.2.2.1.5 California Contracted Grade 2 Braille shall be used whenever Braille is required in other portions of these standards. Dots shall be spaced 1/10-inch (2.54 mm) on center in each cell, with 2/10-inch (5.08 mm) space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch (0.635 mm) above background. CBC Section 11B-703.2.4 & 11B-703.2.6.

2.2.2.2 All signage shall conform to CBC Sections 11B-703.2.

2.2.2.3 Letter or numbers shall be raised 1/32-inch upper case Helvetica accompanied by contracted Grade 2 Braille. Letters and number sizes shall be from 1 inch to 6 inches as listed below. **(C.F.C.I.)**

2.2.2.3.1 Door room identification name and number plates at 1 inch.

2.2.2.3.2 Occupancy size 2-inch letters.

2.2.2.3.3 Main building signs 18-inch letters.

2.2.2.3.4 Exit signs shall be 5/8 inch minimum to 2 inches maximum letters.

2.2.2.4 All signs shall be anchored to the surface by vinyl tape mounting-VTM and minimum four (4) non-removable screws.

2.2.2.5 All permanent identification shall be installed on the wall adjacent to the latch side of the door. These signs shall be installed at 60 inches from finished floor to center line of sign.

2.2.2.6 Color(s) shall be selected by the Architect.

2.2.3 Text and Location:

2.2.3.1 Room Names: All doors shall have room name signs. Use Finish Schedule as a guide. Actual room names **(C.F.C.I.)**.

2.2.3.2 Door Numbers: All interior and exterior doors shall have numbers. Use the same number on all doors from one space into the other space; from the door schedule. Actual room numbers will be furnished to the Contractor by the District after construction begins. Assume an average of four (4) numerals for each door. **(C.F.C.I.)**

2.2.3.3 Fire Extinguisher Identification: Red, with 1-3/4-inch-high, white letters. Height of sign 2 inches by required length. Furnished by the Contractor and Contractor to install. Contractor Furnished and Contractor Installed **(C.F.C.I.)**

2.2.3.3.1 Signs shall read: "FIRE EXTINGUISHER."

2.2.3.4 Occupancy Signs: Brown, with 2-inch-high white letters. **(C.F.C.I.)**

2.2.3.4.1 Text: "OCCUPANCY ##### PERSONS". Verify actual number with Architect. Height and length of sign as required. Provide a minimum of

12 occupancy signs unless noted otherwise on the drawings. Provide one occupancy sign at each science classroom lab.

2.2.3.5 Miscellaneous Signs and Symbols: As required by code. **(C.F.C.I.)**

2.2.3.5.1 Disabled symbols for toilet room doors per Title 24 Section 11B-703.6, 11B-703.7 and A.D.A. requirements.

2.2.3.5.1.1 Men: 12-inch triangle pictogram with the disabled wheelchair symbol.

2.2.3.5.1.2 Women: 12-inch diameter pictogram disc with disabled wheelchair symbol.

2.2.3.5.2 Non-illuminated EXIT signs per CBC requirements. **(C.F.O.I.)**

2.2.4 All Disabled exterior signage shall be of blue or white background with blue or white graphic, letter, symbol and logo. Disabled striping shall be painted code blue (Fed Blue Color 15090, Fed Std. 595C). Contractor Furnished and Contractor Installed **(C.F.C.I.)**

2.2.5 Disable Directional signs or Warning signs: Provide minimum of disable directional signs as note unless noted otherwise on the drawings. Size of sign shall be as detailed on the drawings and all signs noted shall be wall mounted signs. Contractor Furnished and Contractor Installed **(C.F.C.I.)**

2.2.6 Assistive Listening Device: Provide signs indicating availability of assistive listening devices in compliance with Section 11B-703.7.2.4, Part 2, Title 24, CBC and ADAAG 4.30.7. In addition, provide message on sign stating "CONTACT OWNER ADMINISTRATION TO MAKE ARRANGEMENTS FOR ACCESS TO LISTENING DEVICE FOR USE AFTER OWNER HOURS". Provide 2 (2) signs, located as directed by Architect. Contractor Furnished and Contractor Installed **(O.F.C.I.)**

2.3 WALL MOUNTED SIGNS:

2.3.1 Secure wall-mounted signs to walls with theft-proof fasteners, centered at interior end of parking space with bottom edge of sign a minimum of 36 inches above finished grade unless noted otherwise on the drawings. Fasten into concrete with self-drilling masonry anchors, Phillips Redhead, Bulldog, Rawl Sabertooth, or equal.

2.4 OTHER MATERIALS:

2.4.1 Other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and subject to approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION:

3.1.1 Examine the substrates and conditions under the specialty signs which are to be installed and remedy any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

- 3.2.1 Install sign units and components at the locations shown or scheduled, securely mounted with adhesive mounting system and screws, unless otherwise indicated. Attach signs to substrates in accordance with manufacturer's instructions.
- 3.2.2 Install level, plumb, and at the proper height. Cooperate with other trades for installation of sign units to finish surfaces. Repair or replace damaged units as directed by the Architect.
- 3.2.2 Permanent room, directional and informational signage:
 - 3.2.2.1 Install signs after substrate surfaces receive final finish.
 - 3.2.2.2 Center room identification signage at 60 inches above floor, located on strike side of door or as directed by Architect.
 - 3.2.2.3 Where signs are installed in sealant method on glass panels, provide back plate matching sign at opposite side of glass.
 - 3.2.2.4 When sign is installed on window surface or other similar recessed conditions, provide spacer as required to maintain sign face within 3 inches of outermost wall plane.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.1 WORK INCLUDED:

1.1.1 Work includes urinal screens and floor-mounted overhead braced compartments.

1.1.2 Toilet Compartments: Toilet stalls for accessible persons shall have slide bolt door latch, wire pulls immediately below the latch on both sides of the door and self-closing hinges. Door hardware shall be mounted at 30 inches to 44 inches above finished door.

1.1.2.1 Doors at front entry stall shall have minimum 32-inch minimum clear width when the door is open 90 degrees.

1.1.2.2 Doors at side entry stalls shall have 34-inch minimum clear width when the door is open at 90 degrees.

1.2 RELATED WORK:

1.2.1 Related Work Specified Elsewhere:

1.2.1.1 Section 102813 - Toilet Accessories.

1.3 QUALITY ASSURANCE:

1.3.1 Manufacturer's Qualifications: Regularly engaged and specializing, for the preceding two (2) years, in the design and fabrication of equivalent systems.

1.3.2 Installer's Qualifications: Regularly engaged and specializing, for the preceding two (2) years, in the installation of equivalent systems.

1.3.3 Regulatory Requirements:

1.3.3.1 Comply with applicable codes and regulations of governmental agencies having jurisdiction.

1.3.3.2 Where requirements of applicable codes, regulations and standards conflict with this specification, comply with the more stringent provisions.

1.3.3.3 ASTM International (ASTM):A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.

1.3.3.4 B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.3.3.5 E84 - Standard Test Method for Surface Burning Characteristics of Building Materials. Minimum class A flame spread.

1.3.3.6 National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

1.4 SUBMITTALS:

1.4.1 Product Data: Submit complete manufacturer's description literature and specifications in accordance with the provisions of Section 013300.

1.4.1.1 Materials List: Submit complete lists of materials proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item where applicable.

1.4.1.2 Manufacturer's Recommendations: Submit the manufacturer's current recommended methods of installation.

1.4.2 Shop Drawings: In accordance with the provisions of Section 013300, submit shop drawings comprehensively describing the fabrication and installation of urinal screens and toilet compartments.

1.4.2.1 Submit setting drawings, templates and instructions for the installation of anchorage devices required to be incorporated into contiguous work.

1.4.3 Samples: In accordance with the requirements of Section 013300, submit the manufacturer's standard color palette for the selection of color.

1.4.4 Technical Data:

1.4.4.1 Poly-Mar HD® or High-Density Polyethylene (HDPE) to be independently certified in writing by the manufacturer indicating compliance to appropriate building codes governing the project as it applies to the use of "plastic in a commercial building."

1.4.4.2 Warranty: Manufacturer to supply a written warranty covering all plastic parts, door latch and strike, integral hinge system and plastic shoes and wall brackets, against breakage or corrosion and delamination for a period of 25 years.

1.5 DELIVERY, STORAGE, AND HANDLING:

1.5.1 Protection: Use all means necessary to protect the materials of this section before, during, and after installation.

1.5.2 Replacements: In the event of damage, immediately make repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

2.1.1 Design is based on the use of products manufactured by Scranton Products. (www.scrantonproducts.com) Hiny Hider.

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

- 2.1.2 Materials shall be products of one manufacturer and shall be either the ones upon which the design is based.
- 2.2 MATERIALS:
- 2.2.1 Type: High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
- 2.2.2.1 Doors and Partitions: Provide 1-inch thick High-Density Polyethylene (HDPE) of solid Poly-Mar HD®, 36-inch-wide at accessible compartment. Edges rounded to ¼ inch radius. All doors and partitions shall be Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
- 2.2.2.1 All panels and doors solid High-density polyethylene (HDPE) with Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
- 2.2.2.2 Solid (HDPE). Plastic: Conforming to requirements of GS-00F-87480 and Federal Specification No. RR-P-135B. Color as selected by Architect. Edges rounded to ¼ inch radius.
- 2.2.3 Pilasters: 1 inch thick, shall be 82 inches high, flush, fabricated same as partitions specified above. Pilaster to be mounted within a one-piece plastic shoe with one-way theft-proof, stainless steel sex bolts.
- 2.2.4 Vision Screens: 1-inch thick, same material, construction, finish and hardware as partitions. Minimum depth shall be 60 inches unless noted otherwise on the drawings.
- 2.2.5 Anchorages and Fasteners: Manufacturer's standard exposed fasteners of Heavy-Duty Aluminum, Bright Dip Anodized Chrome Finish Brackets. Use one-way theft resistant heads and nuts for exposed anchorages.
- 2.2.5.1 For concealed anchors use stainless steel, or other rust-resistant protective coated steel.
- 2.2.6 Door Hardware shall be as follows:
- 2.2.6.1 Hinges shall be three (3) 8-inch hinge system with heavy-duty extruded aluminum with bright dip anodized finish. Pilaster to be machined to accept door and hinge mechanism. Hinge mechanism consists of three (3) 8-inch hinges per door with two (2) strike plates. Bolt to doors and pilasters with stainless steel, Torx head sex bolts. Door closures to be factory set to accommodate all conditions and allow for a positive opening and closing action free of impediment. Hinges shall be automatic self-closing at accessible door.
- 2.2.6.2 Each accessible door to include: one (1) door pull and one (1) wall stop and U-shaped/loop handle immediately beneath latch at both sides at 34 inches to 44 inches above finish floor per CBC Section 11B-404.

- 2.2.6.3 Door strike and keeper shall be fabricated from heavy aluminum extrusion (6364-T5 Alloy) with bright dip anodized finish with wrap around flange surface-mounted and thru-bolted to pilaster with one-way stainless-steel tamper resistant Torx head sex bolts. Size of strike shall be 6 inches in length.
 - 2.2.6.4 Bumper shall be extruded black vinyl.
 - 2.2.6.4 Door latch housing shall be fabricated from heavy aluminum extrusion (6364-T5 Alloy) with bright dip anodized finish; surface mounted and thru bolted to door with one-way Torx head sex bolts. Slide bolt and button shall be heavy anodized aluminum with "Tough-Coat Black" finish.
 - 2.2.7 Solid color plastic pilaster shoes shall be anchored to finished floor with plastic anchors and No. 14 by 1-1/2-inch stainless steel Phillips head screws.
 - 2.2.8 Stirrup wall brackets: Brackets shall be Stirrup stainless steel double ear stainless steel type 304 finish. Used for all panels to pilaster, pilasters to wall and panel to wall connections. Stirrup wall brackets shall be thru-bolted to panels and pilasters with stainless steel tamper resistant Torx head sex bolts. Attachment of brackets to adjacent wall construction shall be accomplished by No. 14 by 1-1/2-inch stainless steel tamper resistant Torx head sex bolts anchored directly behind the vertical edge of panels and pilasters at 12-inch intervals along the full length of bracket and at each 12-inch interval alternately spaced between anchor connections.
 - 2.2.9 Headrail shall be heavy aluminum extrusion (6364-T5 alloy) with clear anodized finish in anti-grip configuration weighing not less than 1.188 lbs. per linear foot as manufactured by Santana Products, Inc. Headrail shall be fastened to tops of pilasters and headrail brackets by with Torx head sex bolt and at top of pilaster with stainless steel tamper resistant Torx head screws.
 - 2.2.10 Headrail brackets shall be 18-gauge stainless steel secured to wall with stainless steel tamper resistant Torx head screws.
- 2.3 OTHER MATERIALS:
- 2.3.1 Other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and subject to approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION:

- 3.1.1 Inspect the areas and conditions under which toilet partitions are to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

- 3.2.1 Erect compartments rigid, straight, plumb and level, in strict accordance with manufacturer's printed specifications and instructions. Install rigid, straight, plumb, and level. Not Acceptable, evidence of cutting, drilling, or patching
 - 3.2.2 Anchor through walls to solid blocking or metal backing plates furnished and installed under other sections.
 - 3.2.3 Conceal all evidence of drilling, cutting and fitting of wall, floor and ceiling finish. Maintain uniform clearance at vertical edge of doors from top to bottom, not exceeding 1/4 inch.
 - 3.2.4 Secure divider panels to built in anchorage devices using concealed fasteners. Level, plumb, and tighten the installation.
 - 3.2.5 Hardware Adjustments: Adjust hardware for proper operation after installation.
 - 3.2.6 Wall-Mounted Screens: Attach with heavy-duty stainless-steel hardware and concealed anchoring devices, as recommended by the manufacturer to suit the supporting wall construction and to resist lateral impact.
 - 3.2.7 Locate bottom edge of doors and panels 14 inches above finished floor. Provide uniform, maximum 3/8-inch vertical clearance at doors.
- 3.3 ADJUSTING AND CLEANING:
- 3.3.1 Adjustment: Perform final adjustments to pilaster leveling devices, door hardware, and other operating parts of the partition assembly just prior to final inspection.
 - 3.3.2 Clean exposed surfaces of partitions, hardware, fittings and accessories, and touch up minor scratches and other finish imperfections using materials and methods recommended by the partition manufacturer.
 - 3.3.2.1 Replace damaged units which cannot be satisfactorily field repaired, as directed by Architect.
 - 3.3.2.2 Remove identification and assembly stickers and remove residue left by gummed labels.
- 3.4 PROTECTION:
- 3.4.1 Protect units so that there will be no indication of use or damage at the time of acceptance.

END OF SECTION

NO SUBSTITUTIONS

PART 1 – GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.1 WORK INCLUDED:

1.1.1 Work includes toilet room and custodial accessories.

1.2 RELATED WORK:

1.2.1 Related Work Specified Elsewhere:

1.2.1.1 Section 061000 - Rough Carpentry: Blocking and backing.

1.2.1.2 Section 260100 - General Electrical Provisions

1.3 QUALITY ASSURANCE:

1.3.1 Regulatory Requirements:

1.3.1.1 Comply with applicable codes and regulations of governmental agencies having jurisdiction. All mounting heights shall be per CBC Title 24 requirements.

1.3.1.2 Where requirements of applicable codes, regulations and standards conflict with this specification, comply with the more stringent provisions.

1.4 SUBMITTALS:

1.4.1 Product Data: Submit complete manufacturer's description literature and specifications in accordance with the provisions of Section 013300.

1.4.1.1 Materials List: Submit complete lists of materials proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item where applicable.

1.4.1.2 Manufacturer's Recommendations: Submit the manufacturer's current recommended methods of installation.

1.4.2 Setting Drawings: In accordance with Section 013300, provide setting drawings, templates, instructions and directions for installation of anchorage devices in other work.

1.4.3 Samples: When requested, submit full-size samples of units for review of design and operation. Acceptable samples will be returned and may be used in the work. Compliance with all other requirements is the exclusive responsibility of the Contractor.

1.5 DELIVERY, STORAGE, AND HANDLING:

1.5.1 Protection: Use all means necessary to protect the materials of the section before, during, and after installation.

1.5.2 Replacements: In the event of damage, immediately make repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.6 GUARANTEE:

1.6.1 Mirrors shall have a 15 year warranty against silver spoilage.

1.6.2 All accessories shall have a minimum one (1) year warranty against defects in workmanship and materials.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

2.1.1 Toilet Accessories:

2.1.1.1 Design is based on the use of products manufactured by Bobrick Washroom Equipment, Inc., North Hollywood, CA (818) 764-1000.

2.1.1.2 Materials shall be the products of one (1) manufacturer and shall be either the accessories upon which the design is based or the products of an approved equal manufacturer. Substitutions shall be per the submittal process in accordance with Section 012513.

2.1.1.2.1 Bradley Corporation, Washroom Accessories Division, Ontario, CA (909) 481-7255, is an approved equal.

2.1.2 Dryers:

2.1.2.1 Design is based on the use of products manufactured by Pinnacle Dryer Corporation, Aberdeen, NC (800) 943-7937.

2.1.2.2 Materials shall be the products of one manufacturer and shall be either the ones upon which the design is based or the products of a manufacturer approved in accordance with Section 012513.

2.2 MATERIALS:

2.2.1 Provide accessories fabricated from 18-8 Type 304 stainless steel, satin finish unless otherwise noted. Gauges shall be as indicated on design-basis manufacturer's technical data sheets.

2.2.2 Keyed (tumbler lock) accessories shall be keyed alike with the exception of coin receiving boxes on vending equipment.

2.2.3 Embossed, stamped nomenclature or labels on exposed faces of units will not be permitted.

2.3 ACCESSORIES:

2.3.1 Toilet accessories and equipment to be provided for this project are shown on the following schedule. For the purposes of establishing the type and quality of accessories, model numbers scheduled are those of the "Contura Series" design, by Bobrick Washroom Equipment, Inc.

2.3.2 Toilet accessories required to be accessible shall be mounted at heights according to CBC Section 11B-609 through 11B-612, as shown with chart below:

ACCESSORY	ADULT	AGES 5-8	AGES 9-12
Toilet centerline from wall	17"-18"	12"-15"	15"-18"
Toilet seat height	17"-19"	12"-15"	15"-17"
Grab bar height (Top of Bar)	33"-36"	20"-25"	25"-27"
Toilet paper in front of toilet	7" to 9" to center of Dispenser	7" to 9" to center of Dispenser	7" to 9" to center of Dispenser
Napkin disposal in front of toilet	12" max	12" max	12" max
Dispenser or mirror height	40" max.	40" max.	40" max.
Toilet Dispenser Height	17"-19"	14"-17"	17"-19"
Lavatory/sink top height	34" max.	31" max.	31" max.
Lavatory/sink knee clearance	27" min.	24" min.	24" min.
Urinal lip height	17" max.	17" max.	17" max.
Urinal flush handle height	44" max.	44" max.	44" max.
Drinking fountain bubbler height	36" max. (low D.F.) 38" to 43" to High D.F. Bubbler	30" max. (low D.F.) 38" to 43" to High Bubbler	30" max. (low D.F.) 38" to 43" to High D.F. Bubbler
Drinking fountain knee clearance	27" min.	27" min.	27" min.
Ramp/star handrail height	34" - 38"	34" - 38"	34" - 38"

* Deviation from suggested dimension requires a written finding of unreasonable hardship (DSA Version).

2.3.3 Toilet paper and feminine napkin dispensers located on the grab bar side of an accessible toilet room or stall shall not project more than the grab bar. The grab bar cannot project more than 3 inches into the 48-inch minimum clear space in front of the water closet (CBC 11B-609). The accessory shall not be located closer than 1-½ inches clear of the tangent point of the grab bar.

The following list of toilet accessories labeled O.F.O.I. (Owner Furnished Owner Installed), identifies items that will be supplied by the District and installed by the

Contractor. The items **not** labeled O.F.C.I., shall be furnished and installed by the Contractor.

B-4112	SURFACE MOUNTED ALL PURPOSE SOAP DISPENSER. (One at each lavatory sink typical.)
B-224X36	SURFACE MOUNTED MOP RACK WITH SHELF WITH 4 HOLDERS. (One at each Janitor/Custodian Room typical.)
B-270	SURFACE MOUNTED FEMININE NAPKIN DISPOSAL (One at each water closet in Women's Toilet Room; Girls Toilet Room (middle & high schools only) and Nurse's Room typical.) 3-inch maximum projection at accessible stall
B-27460	SURFACE MOUNTED TOILET TISSUE DISPENSER, DOUBLE ROLL (One at every water closet typical.)
B-697	RECESSED TOILET TISSUE DISPENSER, DOUBLE ROLL (One at each accessible stall.)
B-2908	TEMPERED GLASS MIRROR WITH STAINLESS STEEL ANGLE FRAME. (One 24" x 36" at each lavatory sink.
B-4221	TOILET SEAT COVER DISPENSER. (One at each accessible water closet typical.)
B-262	PAPER TOWEL DISPENSER. (One at each sink other than in toilet rooms. Provide minimum one per toilet room unless hand dryers are shown if not shown on drawings, typical.)
B-6806x36	1-1/2 INCH GRAB BAR, BOBRICK OR EQUAL. Provide grab bars at each accessible toilet stall as shown on Architectural Drawings.
B-6806x48	1-1/2 INCH GRAB BAR, BOBRICK OR EQUAL. Provide grab bars at each accessible toilet stall as shown on Architectural Drawings.

Contractor shall install all necessary blocking, backing, recessed openings for all (O.F.O.I.) District furnished toilet accessories. Contractor shall obtain from the District a list and type of toilet accessories prior to installing the necessary backing, recessed openings, etc.

2.3.4 Dryers: For the purpose of establishing the type and quality of dryers, items described are those of the design basis manufacturer. Pinnacle Dryer Corporation Model No. PDC-R10 recessed unit. Provide manufacturer's standard 5-year warranty. Maximum projection 4 inches.

2.3.4.1 Hand Dryers: Recessed mounted solid state, infra-red sensor unit with 120 v. AC 60hz. Heating element 1.00 KW heavy duty thermally protected to cut out 90c.

2.3.4.2 Installation: Install hand dryers so all operable parts are within 40 inches of finish floor. Hand dryers are located in student toilet rooms only or as indicated on the Architectural drawings.

2.3.4.3 Cover and chamber minimum 18-gauge stainless steel.

2.3.4.4 Electronic eye mount 36 inches from finish floor. Dryer must be CBC compliant.

2.4 OTHER MATERIALS:

2.4.1 Other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and subject to approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION:

3.1.1 Prior to commencing the work of this section, carefully inspect previously installed work and verify that such work is complete to the point where this installation may properly commence.

3.1.2 Verify that work of this section may be installed in accordance with applicable codes, regulations and standards, the Contract Documents and the approved submittals.

3.2 PREPARATION:

3.2.1 Field Measurements: Prepare required Shop Drawings based on field measurements.

3.2.2 Coordinate location of all toilet accessories to comply with ADA requirements. Verify location of all recessed accessories and provide required blocking for attachment of surface mounted fixtures and accessories.

3.2.3 Protection: Protect previously installed work and materials which may be affected by work of this section.

3.3 INSTALLATION:

3.3.1 Install work in strict accordance with the manufacturer's submittals and recommendations, as approved.

3.3.1.1 Use concealed fastenings wherever possible.

3.3.1.2 Provide anchors, bolts and other necessary anchorages, and attach accessories securely to walls and partitions in locations as shown or directed.

3.3.1.3 Install concealed mounting devices and fasteners fabricated of the same materials as the accessories, or of galvanized steel, as recommended by manufacturer.

3.3.1.4 Install exposed mounting devices and fasteners finished to match the accessories.

3.3.1.5 Secure toilet room accessories in accordance with the manufacturer's instructions for each item and each type of substrate construction.

3.3.2 Required dimensions for Accessibility in Toilet Facilities for Adults:

3.4 ADJUSTING AND CLEANING:

3.4.1 Wipe down and clean all fixtures and accessories. Remove all tape, paper, markers and stickers after installation.

3.4.2 Remove all boxes, packing material and debris related to this work each day to avoid any hazards.

3.4.3 When work of this section is completed and at such other times as may be directed, remove all trash, debris, surplus materials, tools and equipment from the site.

END OF SECTION

PART 1 – GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

- 1.1 SECTION INCLUDES: Description of requirements for materials, fabrications and installation of Telescoping Bleachers and accessory items as shown on Drawings and necessary to complete the Final Installation. Work to include but not be limited to the following:
 - 1.1.1 Examine all other sections for work related to those sections which are required to be included as work of this Section.
 - 1.1.2 Installation of Telescoping Bleachers.
- 1.2 RELATED WORK:
 - 1.2.1 Division 26 – Electrical.
- 1.3 REFERENCES AND STANDARDS:
 - 1.3.1 Conform to 2019 CBC, Title 24, Part 2 and ADAAG for access for persons with disabilities.
 - 1.3.2 Provide microphone outlets in an accessible location.
 - 1.3.3 Accessible seating shall be per seating requirements CBC Section 11B-221.
- 1.4 SUBMITTALS:
 - 1.4.1 Submit data sufficient to demonstrate compliance with specification and drawing requirements.
 - 1.4.2 Submit manufacturer's descriptive literature and installation instructions in accordance with Section 013300.
 - 1.4.3 Submit operating and maintenance manuals in accordance with Section 017823.
 - 1.4.4 Submit complete shop drawings and structural calculations (signed and stamped by the manufacturer's licensed professional engineer in charge of design) for architectural/engineering review, approval and submittal to the Division of the State Architect (DSA).
 - 1.4.5 Submit samples of products and materials where options of color, finish, pattern or texture exist.
- 1.5 QUALITY ASSURANCE:
 - 1.5.1 Products and materials to be provided are to be from manufacturers engaged full-time in the manufacture or production of this and similar items, with a history of successful manufacture or production acceptable to the Owner. Additional documentation shall include:

- 1.5.1.1 Evidence of prior approval by DSA of five (5) projects of similar size and scope, complete with project name, description and Approval "A" number.
- 1.5.1.2 A copy of a load test conducted by a qualified independent laboratory and certified by a registered professional structural engineer verifying the integrity of the manufacturer's geometry design and base structural assumptions.
- 1.5.2 In addition to complying with pertinent codes and regulations, comply with industry and trade standards normally associated with this product or material, except where product or material is superior in quality to industry trade standards.
- 1.5.3 In addition to complying with pertinent codes and regulations, comply with industry and trade standards normally associated with this product or material, except where product or material is superior in quality to industry trade standards.
- 1.5.4 Deviation: It will be the responsibility to the bidder to furnish with his bid a list and clarification of deviations from this specification. Those bidders not submitting a list of deviations will be deemed to have bid exactly in accordance with these specifications.
- 1.5.5 Limited Guarantee: The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of five (5) years. 10 years warranty on structural components of the understructure.
- 1.5.6 Product Improvements: Seating provided shall incorporate manufacturer's design improvements and materials current at time of shipment.
- 1.5.7 Manufacturing: Manufacturer shall be regularly engaged in the design and manufacturing of telescopic seating for not less than twenty years.
- 1.6 SUMMARY OF WORK:
 - 1.6.1 It is the intent of the following specification to set forth the performance criteria and design parameters for the telescopic seating equipment for this facility. Where brand names and/or models are described, it is for the purpose of establishing a quality standard, and not to exclude the products of other manufacturers that comply with these specifications.
- 1.7 DESCRIPTION OF THE SYSTEM:
 - 1.7.1 The bleacher system shall be comprised of multiple tiered, closed deck seating rows operating on the telescopic principle, and stacking vertically in minimal floor areas when not in use. The first moving row shall be secured with both friction and mechanical locks. All other rows shall be mechanically locked, operable only upon locking and cycling the first row. Each bleacher shall be comprised of risers, seat and deck components, and a complete set of supportive columns and braces. The operative system shall incorporate a locking system permitting the discretionary securement of one, several or all rows.
- 1.8 DESIGN CRITERIA:

- 1.8.1 Telescopic bleacher design and fabrication shall comply with the California Building Code, 2019 edition, Title 24, Part 2 Volume 2, Section 1028.1.1 and Chapter 16 and shall be designed to support and resist in addition to their own weight, a force of:
 - 1.8.1.1 Telescopic gymnasium seating will be designed to support a vertical live load of 100 PSF, but not less than 120 PLF on both seat boards and footboards. Seating shall also be designed to carry a horizontal sway force of 24 PLF parallel to the seating and 10 PLF perpendicular to the seating.
 - 1.8.1.2 100 pounds per square foot of live load.
 - 1.8.1.3 Side sway load of 24 pounds per linear foot.
 - 1.8.1.4 Front to rear sway load of 10 pounds per linear foot of row.
 - 1.8.2 Railings, posts and sockets designed to withstand the following forces applied separately:
 - 1.8.2.1 50 pounds per foot acting outward at top rail.
 - 1.8.2.2 25 pounds per foot acting outward at mid-rail.
 - 1.8.3 Steel components shall be cold-formed from appropriate width strip stock conforming to ASTM A570 - Grade C 30KSI, ASTM A653- Grade 33 and 50, ASTM A500 - Grade B 46 KSI as applicable.
 - 1.8.4 Lumber components as load carrying members shall be fabricated from Southern Pine boards graded and stamped as "B & BTR KD" and meeting the requirements for "Dense Industrial KD" in accordance with S.P.I.B. Grading Rules latest edition.
 - 1.8.5 Plywood deck boards shall be fabricated from Southern Pine or Douglas Fir Premium underlayment (interior C-D plugged and fully face sanded) with exterior glue, 5 ply minimum, solid crossband directly under face ply, species Group 1, dry condition of service (16 percent moisture content maximum), and manufactured in accordance with PS-1-83 for Construction and Industrial Plywood published by the National Bureau of Standards latest edition.
 - 1.8.6 Provide accessible seating per the seating requirements of CBC Section 11B-221 & 11B-221.1.
- 1.9 DSA APPROVED BLEACHERS: Installation of telescopic bleachers specified herein and indicated on the drawings shall not be started until detailed plans, specifications and engineering calculations have been accepted by the Architect or Engineer in charge of design and the bleacher scope of work plans and specification are approved by DSA.**
- 1.10 Owner shall provide score table that meets accessible seating requirements in CBC Section 11B-221.
 - 1.11 bleacher manufacturer to coordinate locations for microphone outlets, spotter system outlets, scoreboard outlets in an accessible location.

PART 2 – PRODUCTS:

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2.1 MANUFACTURERS:

- 2.1.1 Telescopic seating as manufactured by Interkal, at 5981 East Cork Street, Kalamazoo, Michigan, 49048. Products of other manufacturer's may be considered if equivalent provided, they meet or exceed requirements of this specification. Substitutions shall be in accordance with Section 012513. The Architect and Owner shall be the sole judge of the equivalency of any proposed substitution. Deferred supplier's shop drawings to show accessible steps as required by CBC Section 11B-221 & 11B-221.1.
- 2.1.2 Model: Interkal telescopic bleachers with closed deck telescopic bleachers.
- 2.1.3 Type: Wall Attached.
- 2.1.4 Quantity/Sizes(s): Provide 2 banks of wall attached 10 rows high x 98'-0" bank length. Refer to bleacher drawings for further details and design information.
- 2.1.5 Dimensions:
- 2.1.5.1 Rise per row – 10 -1/4"
- 2.1.5.2 Row to row spacing – 22 inches or as shown on drawings.
- 2.1.5.3 ADA Notchouts: Provide a 36" wide x 1 row wheel chair space as shown on the plans and as required to meet local code jurisdiction compliance with ADA.
Recoverable Notchouts: Provide manufacturers standard recoverable handicap notchout (36" wide) located as shown on architectural drawings. Notchouts to be one row.
- 2.1.5.4 Seats: 10-inch ESM Plastic Seat Module with multipole color combinations. See bleacher plans for color combinations and lettering. The seats shall receive the following;
18-inch wide one-piece individual seating modules shall be constructed of solid injection molded, high density polyethylene.
Each module shall have three longitudinal and five transverse internal ribs to provide additional structural integrity and resistance to impact.
Each module shall have a full 3/8" interlock to the adjacent module around the perimeter to eliminate pinching hazards and assure proper alignment.
Each module shall be equipped with an 11-gauge steel bracket for a steel-to-steel attachment of each module to the galvanized steel nose beam for maximum rigidity. All such mounting hardware shall be concealed.
End caps shall be provided at the ends of each bank (section, if manual) of seating as well as at each aisle.
Each module shall have a 2 1/4" x 1" recessed area for optional seat numbering.
Each end cap shall have two recessed areas including a 3 1/2" x 3 1/2" area for custom logos and a 2 1/4" x 1" area for row letters/numbers.
Select from manufacturer's 15 standard solid colors.

2.2 OPERATION:

2.2.1 Manual Operation:

2.2.1.1 Portable Power Assist: Furnish Interkal friction power, integral automatic electro-mechanical propulsion system to open and close telescopic seating system. Operation shall assure full visual control of the seating bank. The Wide Track System incorporates two friction drive roller assemblies as an integral part of both first-row vertical column assemblies. Each section of bleacher shall have a power system that shall consist of two vertical column roller assemblies which shall include two 6" diameter by 2 1/2" wide cast drive wheels for a minimum of four friction roller contact points per section of bleacher. Each roller shall have a specially formulated 45-durometer rubber covering to grip the floor as the units roll in and out. The two friction drive roller assemblies shall be installed a minimum of 7-feet apart per section. The two friction roller assemblies are linked together by a continuous drive shaft driven by a 1/2 H.P. 208V, 3-phase motor that shall enable the rollers to work simultaneously, resulting in a more efficient operation with allowance for minor variations in the floor surface. All floor friction power systems shall be controlled by a dual directional, removable walk along pendant which plugs into the front of the first row to give the operator proper position for visual control. The pendant control voltage shall be 24 VAC @ less than 50 MA for the safety of all operating personnel. The entire power system shall be U.L. Recognized. A 208/220 volt 3-phase power source, including conduit, wiring, and safety disconnect must be provided by others. The electrical contractor shall perform the connections to the seating equipment at the safety disconnect. Motors, housing, and wiring shall be installed by certified personnel.

2.3 ACCESSORIES:

- 2.3.1 Modular First Row: Provide closed deck telescopic bleachers manually configurable modular first tier. The first seating row shall consist of modular sections two (2) to five (5) seats wide, and shall be capable of being configured to provide accessible wheelchair seating spaces, team seating, scorer's areas, or other truncated clear areas, on an event-by-event basis. Each modular unit shall have an unlock lever for easy deployment by either wheelchair-bound or able-bodied persons. Modules shall automatically lock into position when fully opened. Permanent cutouts or retractable sections/truncations which require the use of tools or separate motor operation, or recoverable sections which cannot be deployed in one minute or less are unacceptable.
- 2.3.2 Foot Level Aisles: Provide deck level full width vertical aisles located as indicated or in accordance with code requirements. Aisles shall be equipped with intermediate steps and handrails. Intermediate steps shall be boxed fully enclosed type construction with blow molded end caps with full radius on all four (4) edges. Step shall have non-skid on surface. Aisle handrails shall be a permanently attached "F" style self-storing aisle rail, which is designed to eliminate all labor associated with set up and storage of the aisle rails. Provide at the front edge of each aisle step, an adhesive non-slip tread surface.
- 2.3.3 Self-Storing End Rails: Provide at each exposed bank end "Ready-Rail" steel self-storing 42 inches high above seat, end rail with tubular supports and intermediate members designed with 4 inches sphere passage requirements.
- 2.3.4 Safety End Closures: Provide at each exposed bleacher end, a self-storing end safety closure curtain to close off the underside of the bleachers. The curtain shall be designed to open and close with the bleachers, and shall be constructed of heavy 18 oz. vinyl, cut

and welded to the precise contour of the bleachers. Curtain shall be attached to the rear wall and the row of the bleacher, and shall be designed so as to maintain 3 inches clearance above the floor. The curtain shall be attached to each bleacher row by means of an offset bracket and support chain which attaches through heavy duty brass grommets in the closure. The bottom of the curtain shall have a "Link-Machine Chain" in a welded pocket to prevent the closure from being lifted when in the open position. The curtain shall be available in 13 standard colors, and each closure shall include safety warnings.

- 2.3.5 Extended Rear Deck Filler: Provide a rear deck level (as required) an extended rear deck filler mounted between rear wall building columns.

2.4 MATERIALS:

- 2.4.1 Lumber: ANSI/Voluntary product 20, B&B Southern Pine.
- 2.4.2 Plywood: ANSI/Voluntary Product PSI, APA A-C Exterior Grade.
- 2.4.3 Structural Steel Shapes, Plates and Bars: ASTM A36.
- 2.4.4 Uncoated Steel Strip (Non-Structural Components): ASTM A569, Commercial Quality, Hot Rolled Strip.
- 2.4.5 Uncoated Steel Strip (Structural Component): ASTM A607 Grade 33, 40, 45 or 50; or ASTM A607 Grade 45 or 50, High Strength, Low Alloy, Structural Quality, Hot-Rolled Strip.
- 2.4.6 Galvanized Steel Strip: ASTM A500 Grade 40, zinc coated by the hot-dip process, structural quality.
- 2.4.7 Structural Tubing: ASTM A500 Grade B, cold formed.
- 2.4.8 Polyethylene Plastic: ASTM D1248, Type III, Class B; molded, color-pigmented, textured, impact-resistant, structural formulation, in color indicated or, if not otherwise indicated, as selected by the Architect from manufacturer's standard colors.
- 2.4.9 Fasteners: Vibration-proof, of size and material standard with the manufacturer.

2.5 FABRICATION:

- 2.5.1 Wheels: Not less than 5 inches diameter by 1-1/4-inch with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil impregnated bushings to fit 1/8 inches diameter axles secured with E-type snap rings.
- 2.5.2 Lower Track: "Continuous Positive Interglide (CPI)" system interlocks each adjacent CPI unit using an integral, continuous, anti-drift feature and through-bolted guide at front to prevent separation and misalignment. Each CPI unit shall contain a "Low Profile Posi-Lock LX" to lock each row in an open position and allow unlocking automatically. Provide adjustable stops to allow field adjustment of row spacing.
- 2.5.3 Slant Columns: High tensile steel, tubular shape.
- 2.5.4 Sway Bracing: High tensile steel, tubular shape.

- 2.5.5 Upper Guide: High tensile steel through-bolted to nose and riser. Interlocks with adjacent upper tier to prevent separation and misalignment. Provide adjustable stops to allow field adjustment of row spacing.
 - 2.5.6 Deck Support: Securely captures decking for entire length of section.
 - 2.5.7 Section Lengths: Each bank shall contain sections not to exceed 25 feet 6 inches in length with a minimum of two (2) supporting frames per row, each section.
 - 2.5.8 Nosing and Rear Riser: Continuous roll formed galvanized steel members.
 - 2.5.9 Attachment: Through-bolted fore/aft to deck guides and frame cantilevers.
 - 2.5.10 Deck: 5/8 inches, AC grade, tongue and groove, transversely oriented plywood interior type with exterior glue, 5-ply, all plies Southern Pine with plugged crossbands, produced in accordance with National Bureau of PS-1-83. Longest unsupported span: 21-1/2-inches unless noted otherwise on the drawings.
 - 2.5.11 Deck End Overhang: Not to exceed frame support by more than 5 feet 7 inches.
 - 2.5.12 Seats: Shall be Interkal Excel seat modules (ESM) System” consisting of 18-inch long unitized, interlocking, engineered, high-density polyethylene modules providing scuff resistant textured 10 inches wide anatomically contoured seat surface. Seat module shall be of two-piece construction with 1/2-inch minimum interlock on seat and face. Seat shall be designed with internal reinforcement ribs and cantilevered to the rear with a closure panel to provide not less than 3 inches smooth toe space beneath the seat. Each seat module support shall be secured against fore/aft movement by not less than two (2) longitudinally steel fasteners spaced not less than 2-1/4-inch on center, creating a steel to steel connection, tying the structure firmly to the steel nosing. Seat module shall be designed to accept seat number plates. Each row end shall be enclosed with matching end caps. End caps shall be designed with concealed attachment and provide indent for row letters. Color to match seat top. Seats shall be available with Signature Logo Lettering in up to two (2) additional colors.
- 2.6 SHOP FINISHES:
- 2.6.1 Understructure: For rust resistance, steel understructure shall be finished on all surfaces with black “Dura-Coat” enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish.
 - 2.6.2 Wear Surface: Surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath.
 - 2.6.3 Steel nosing and rear risers shall be pre-galvanized with a minimum of G-60 zinc plating.
 - 2.6.4 Decking shall have surfaces to receive a sealer coat with use surfaces to receive high gloss clear urethane finish.
 - 2.6.5 Plastic Seats: Injection-molded seat module color(s) to be selected from manufacturer’s 15 standard colors in solid and/or two-tone color combinations. Color selection shall include provision for custom “Signature Logo” in no more than three (3) standard colors.

- 2.6.6 Railings: Steel railings shall be finished with powder-coated semi-gloss black paint.
- 2.6.7 Safety finishes: All exposed metal and wood structure both on top surfaces and beneath bleachers shall be eased, coin or chamfered to minimize the possibility of injury, and all areas which are "off-limits" to all but authorized personnel shall be so labeled. Products with exposed die-cut or stamped metal edges or with exposed sharp corners are not acceptable.

2.7 FASTENINGS:

- 2.7.1 Welds: Performed by welders certified by AWS standards for the process employed.
- 2.7.2 Structural Connections: Secured by structural bolts with prevailing torque lock nuts or free-spinning nuts in combination with lock washers.

PART 3 – EXECUTION:

3.1 INSPECTION:

- 3.1.1 Verification of Conditions: Verify area to receive telescoping bleachers is free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping seating in accordance with manufacturer's recommendations.
- 3.1.2 Do not commence installation until conditions are satisfactory.

3.2 INSTALLATION:

- 3.2.1 Manufacturer's Recommendations: Comply with telescoping bleacher manufacturer's recommendations for product installation requirements.
- 3.2.2 General: Install telescoping bleachers in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

3.3 ADJUSTMENTS AND CLEANING:

- 3.3.1 Adjustments: After installation completion, test and adjust each telescoping bleacher assembly to operate in compliance with manufacturer's operation manual.
- 3.3.2 Cleaning: Clean installed telescoping seating on both exposed and semi-exposed surfaces. Touch-up finishes to restore damage or soiled surfaces.
- 3.3.3 Remove all debris from work site.
- 3.3.4 Provide Owner's Manual Instructions and Owner's Demonstration.

3.4 PROTECTION:

- 3.4.1 General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure telescoping gym seats are without damage or deteriorations at time of substantial completion.

END OF SECTION

SECTION 260500
ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 SCOPE

- A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete, as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to, the following:
 - 1. Examine all other Sections for work related to those other Sections and required to be included as work under this Section.
 - 2. Electrical General Provisions and Requirements for electrical work.
 - 3. Division 01; General Requirements; General Conditions.
- B. Organization of the Specifications into Divisions, Sections and Articles, and arrangement of Drawings shall not control the Contractor in dividing the Contract Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2 GENERAL SUMMARY OF ELECTRICAL WORK

- A. The Specifications and Drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or material for the proper execution of the work in accordance with present practice of the trade shall not relieve the Contractor from providing such additional labor and materials.
- B. Before submitting a bid, the Contractor shall become familiar with all features of the Building Drawings and Site Drawings, which may affect the execution of the work. No extra payment will be allowed for failure to obtain this information.
- C. If there are omissions or conflicts between the Drawings and Specifications, clarify these points with the District's Representative before submitting bid and before commencing work.
- D. Provide work and material in conformance with the Manufacturer's published recommendations for respective equipment and systems.

1.3 LOCATIONS OF EQUIPMENT

- A. The Drawings indicate diagrammatically the desired locations or arrangements of conduit runs, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structure conditions encountered.
- B. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes shall be made without cost to the

Contract, providing the change is ordered before the conduit runs, etc., and work directly connected to same is installed and no extra materials are required.

- C. Coordinate and cooperate in every way with other trades in order to avoid interference and assure a satisfactory job.
- D. The location of the existing utilities, building, equipment and conduit shown on the Drawings is approximate.
- E. The locations of existing underground utilities, where shown on Drawings, are shown diagrammatically and have not been independently verified by the District, the District's Representative, the Architect/Engineer. The District, the District's Representative, and the District's Architect / Engineer are not responsible for the location of underground utilities or structures, whether or not shown or detailed and installed under this or any other Contracts. The Contractor shall identify each existing utility line prior to excavation and mark the locations on the ground of each existing utility line.

1.4 POWER, TELEPHONE AND OTHER SIGNAL SERVICES

- A. Telephone, power, and metering facilities shall conform to the Requirements of the serving Utility Companies. Contractor shall verify service locations and Requirements, and shall pay all costs levied by the serving utility companies for rendering utility services to the Contract without additional cost to the District.
- B. Conform to all Requirements of the serving Utility Companies. Routing of service conduits indicated on the Drawings are approximate and shall be verified with the serving utility company prior to installation. Installation of service shall not begin until approved Drawings have been received from the serving Utility Company.
- C. In addition to the Requirements of the serving Utility Companies, all power and telephone service conduits for Utility Company circuits shall be completely encased in concrete on all sides, top and bottom. The concrete shall be red mix color and extend a minimum of 3-inches past the conduit.

1.5 QUALITY ASSURANCE

- A. Work and Materials shall be in full accordance with the latest Rules and Regulations. The following publications shall be included in the Contract Documents Requirements. If a conflict occurs between the following publications and any other part of the Contract Documents, the Requirements describing the more restrictive provisions shall become the applicable Contract definition:
 - 1. See Section 014100 – Regulatory Requirements.
 - 2. Other applicable State and Local Government Agencies Laws and Regulations.
 - 3. Electrical Installation Standards National Electrical Contractors Association (NECA) and National Electrical Installation Standards (NEIS):
 - a. NECA/NEIS-1: Standard of Practices for Good Workmanship in Electrical Contracting
 - b. NECA/NEIS-111: Recommended Practice Installing Nonmetallic Raceways

- B. All Material and Equipment shall be new and shall be delivered to the site in unbroken packages. All material and equipment shall be listed and labeled by Underwriters Laboratories or other recognized Testing Laboratories, where such listings are available. Comply with all installation Requirements and restrictions pertaining to such listings.
- C. Work and Material shown on the Drawings and in the Specifications are new and included in the Contract unless specifically indicated as existing or N.I.C. (not in Contract).
- D. Keep a copy of all applicable Codes and Standards available at the job site at all times for reference while performing work under this Contract. Nothing in Plans or Specifications shall be construed to permit work not conforming to the most stringent of Building Codes.
- E. Where a Conflict or Variation occurs between applicable Codes, Standards and/or the Contract Documents, the provisions of the most restrictive provision shall become the Requirement of the Contract Documents.

1.6 SUBMITTALS (ADDITIONAL REQUIREMENTS)

A. General

1. Review of Contractor's submittals is for General Conformance with the design concept of the Project and General Compliance with the information given in the Contract Documents. Any action shown is subject to the Requirements of the Plans and Specifications. Contractor is responsible for quantities; dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of their work.
2. The Contractor shall review each submittal in detail for compliance with the Requirements of the Contract Documents prior to submittal. The Contractor shall "Ink Stamp" and sign each item of the submittal with a statement "CERTIFYING THE SUBMITTAL HAS BEEN REVIEWED BY THE CONTRACTOR AND COMPLIES WITH ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS". The Contractor shall clearly and specifically identify each individual proposed substitution, substitution of equal or proposed deviation from the Requirements of the Contract Documents with a statement "THIS ITEM IS A SUBSTITUTION".
3. The burden of research, preparation of calculations and the furnishing of adequate and complete Shop Drawings information to demonstrate the suitability of Contractor's proposed substitutions and suitability of proposed deviations from the Contract Documents is the responsibility of the Contractor.
4. Departure from the submittal procedure will result in resubmittals and delays. Failure of the Contractor to comply with the Submittal Requirements shall render void any acceptance or any approval of the proposed variation. The Contractor shall then be required to provide the equipment or method without variation from the Contract Documents and without additional cost to the Contract.
5. The Contractor at no additional cost or delays to the Contract shall remove any work, material and correct any deficiencies resulting from

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- deviations from the Requirements of the Contract Documents not approved in advance by the District prior to commencement of work.
6. Shop Drawings submitted by the Contractor, which are not specifically required for submittal by the Contract Documents, or Contractor Shop Drawings previously reviewed and resubmitted without a written resubmittal request to the Contractor, will not be reviewed, considered, or commented on. The respective Shop Drawing submittal/ resubmittal will not be returned to the Contractor and will be destroyed without comment or response to the Contractor. The respective submittal shall be considered null and void as being not in compliance with the Requirements of the Contract Documents.
 7. Refer to Division 01 for Additional Requirements.
- B. Submit Material List and Equipment Manufacturers for review within 35 days of award of Contract. Give name of Manufacturer and where applicable, brand name, type and/or catalog number of each item. Listing of more than one Manufacturer for any one item of equipment, or listing items "as specified", without both make and model or type designation, is not acceptable. The right is reserved to require submission of samples of any material whether or not particularly mentioned herein.
- C. The Contractor shall be responsible for incidental, direct and indirect costs resulting from the Contractor's substitution of; or changes to; the specified Contract Materials and Work.
- D. Record Drawings (ADDITIONAL REQUIREMENTS)
1. Provide and maintain in good order a complete set of Electrical Contract "Record" prints. Changes to the Contract to be clearly recorded on this set of prints.
 2. The actual location and elevation of all buried lines, boxes, monuments, vaults, stub-outs and other provisions for future connections shall be referenced to the building lines or other clearly established base lines and to approved bench marks. If any necessary dimensions are omitted from the Record Drawings, the Contractor shall, at the Contractor's own expense, do all excavation required to expose the buried work and to establish the correct locations.
 3. The Contractor shall keep the "Record" prints up to date and current with all work performed.
 4. Refer to Division 01 for Additional Requirements.

1.7 JOB CONDITIONS – PROTECTION

Protect all work, materials and equipment from damage from any cause whatever and provide adequate and proper storage facilities during the progress of the work. Provide for the safety and good condition of all the work until final acceptance of the work by the District and replace all damaged or defective work, materials, and equipment before requesting final acceptance.

1.8 EXCAVATION, CUTTING, AND BACKFILL

Perform excavation, cutting, backfill, core drilling, directional boring, and patching of the construction work required for the proper installation of the electrical work.
END OF SECTION 260500/052620/414133

SECTION 260501
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SCOPE

- A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to the following:
 - 1. Examine all other Sections for work related to those other Sections and required to be included as work under this Section.
 - 2. General Provisions and Requirements for electrical work.

1.2 SUBMITTALS (ADDITIONAL REQUIREMENTS)

- A. Submit product data sheets for all outlet boxes, floor boxes, wiring devices, device plates, relays, contactors, timeswitches, and disconnects fuses.
- B. Submit detailed Shop Drawings including Dimensioned Plans, elevations, details, schematic and point-to-point wiring diagrams and descriptive literature for all component parts for trans-formers, relays, time clocks, and photocells.
- C. Submit transformer test reports.
- D. Submit material list for outlet boxes.

PART 2 - PRODUCTS

2.1 OUTLET AND JUNCTION BOXES

- A. General:
 - 1. Flush or concealed outlet boxes and junction boxes.
 - a. Non-masonry and/or non-concrete locations provide pressed steel boxes. Steel thickness not less than 0.062-inch, hot-dip galvanized. Knockout (KO) type with conduit entrances and quantities size to match-conduits shown connecting to respective junction box and outlet box.
 - b. UL-514 listed and labeled.
 - c. Minimum required box depth is exclusive of extension-ring depth.
 - d. Provide all boxes with matching cover plates. Cover plates shall be gasketed water-tight in wet and outdoor locations.
 - e. Boxes installed in masonry or concrete shall be UL "concrete-tight" approved for installation in concrete, and shall allow the placing of conduit without displacing reinforcing bars.
 - 2. Provide boxes of proper Code size for the number of wires or conduits passing through or terminating therein. In no case shall box be less than 4.0-inch square by 2.125-inches deep, unless specified elsewhere or

- noted otherwise on the Drawings. 2.5-inches minimum depth for box width's exceeding 2-gang.
3. Increase the minimum outlet box size to 4.69-inches square by not less than 2.125-inches deep, where one or more of the following conditions occurs:
 - a. More than two conduits connect to the outlet box.
 - b. Circuit or Conduit "homerun" connects to outlet box.
 4. Signal, Communication and Low Voltage:
 - a. Individual audio/visual, telephone, computer or data outlets: 4.69-inch square by 2.125-inch deep minimum with two gang single gang] gang extension ring on flush boxes.
 - b. Combination signal/telephone/data or computer outlets: 4.69-inch square by 2.125-inch deep minimum with 2-gang wide extension ring on flush boxes.
 5. Junction boxes shall be sized to comply with the following:
 - a. Code Requirements size based on the conduit quantities, conduit sizes and wire-fill connected to the junction box.
 - b. Junction box minimum size shall not be less than 4.69-inches by 4.69-inches by 2.5-inches deep, but not less than size indicated on the Drawings or required by Code.
 6. Provide extension rings on flush outlets to finish face of extension ring flush with finished building surfaces. Extension ring shall match outlet box construction and contain "attachment mounting-tabs" for wiring devices. Extension rings shall be "screw-attached" to respective outlet box and maintain "ground" bonding continuity.
 7. Outlet boxes installed in outdoor locations, or in wet locations, or in concrete/masonry, shall be cast-iron or cast-bronze, with threaded conduit hubs. UL rated for wet locations.
 - a. Aluminum boxes shall NOT be in contact with concrete or masonry. Die-cast aluminum or cast aluminum water-tight electrical outlet boxes with threaded hubs may be provided as an alternate to cast-iron or cast-bronze outlet boxes, only where one or more of the following conditions occur:
 - 1) Outdoor locations above finish grade.
 - 2) Indoor wet locations surface or flush in walls or ceilings.
 8. Provide fixture-supporting device in outlet boxes for surface mounted fixtures as required.
 9. Provide solid gang boxes for three or more devices, typical for line and low voltage switches, receptacles, low voltage/signal outlets, etc. for mounting devices behind a common device plate.
 10. Provide isolation barriers in outlet boxes:
 - a. Between line voltage and low voltage devices.
 - b. Where more than one device is installed in an outlet box.
 - c. Between 277-volt and 120-volt devices.
 - d. Between devices connected to emergency and non-emergency circuits of all voltages.

11. Outlet boxes installed penetrating into fire rated walls, fire rated floors, fire rated ceilings and all fire rated construction. The outlet boxes shall be UL listed, classified and labeled, for fire rated and temperature rated penetration of the respective fire rated surface and fire rated construction. The outlet box fire rating and temperature rating shall equal or exceed the fire/temperature rating of the surface/construction being penetrated. Provide UL listed and labeled supplemental fire and temperature protection to maintain ratings:
 - a. Wall and ceiling penetrations, tumescent fire wrap (external or internal of outlet box).
12. Outlet boxes installed in floors. The floor outlet boxes shall be UL listed and labeled for Scrub Water Exclusion Requirements, including but not limited to tiles, carpeting and exposed wood and concrete floor fishes.
13. Outdoor flush in wall device outlet boxes:
 - a. Flush in wall, gasketed water tight, with hinged, key locking cast metal, self-closing cover. Tamper resistant and vandal resistant. UL-listed and labeled for installation in masonry, cast-in-place concrete and hollow-framed walls.
 - b. Flush cast-iron or cast-bronze device back-box, 4.68-inch square by 2.25-inch deep.
 - c. Internal metal adapter plate and wiring device types, in the box as indicated on the Drawings.
 - d. As manufactured by Legrand/Pass and Seymour #4600 Series; or C.W. Cole #310 Series.
14. Refer to Architectural and Structural contract documents and details for additional Box and Install Requirements.

C. Surface Outlet Boxes

Surface mounted outlet boxes, cast iron Type FS or FD, with threaded hubs as required. Box interior dimensions and interior volume capacity not less than required for "press steel boxes", and "sheet steel boxes". Provide plugs in all unused openings. Provide weatherproof gaskets for all exterior boxes.

2.2 PULLBOXES

A. General

1. Sizes as indicated on the Drawings and in no case of less size or material thickness than required by the Governing Code and AHJ.
2. Exercise care in locating pull boxes to avoid installation in drain water flow areas and to clear existing condition interferences.
3. UL listed and labeled for electrical circuits.

B. General Purpose Sheet Metal Pullbox

1. General purpose sheet steel pullboxes: Install only in dry protected locations with removable screw covers. Manufacturer's standard rust proofing and baked enamel finishes.

2. Weatherproof sheet steel pull boxes: Fabricate of code gauge steel. All surfaces interior and exterior hot-dip galvanized steel. Gasketed weather-tight cover of same material. Manufacturer's standard baked exterior enamel finish.

C. Concrete Pull Boxes and Hand-holes

1. H-20 traffic rated box and cover, pre-cast concrete, steel reinforced pull boxes and hand-holes. Provide complete with pulling irons, hot-dip galvanized metal traffic cover with hot-dip galvanized metal cover frame, pullbox concrete base with sump. Four cable full height wall racks with porcelain blocks.
2. Boxes shall be "Intercept" type with multiple sections and extension cable-intercepts at both ends of box. Refer to Drawings for box size.
3. Covers shall be flush bolt down. Covers weighing more than 40-pounds shall be split cover type "Torsion-Spring" assist, hinged open-close.
4. Box covers shall comply with Federal ADA, UL, State and Local AHJ for slip resistance. Provide bead weld on cover to pull box to indicate services within pull box (i.e., "480/ 277-VOLT, 3-PHASE, 4-WIRE ELECTRICAL" OR "SIGNAL/TEL/P.A./CLOCK/ FIRE ALARM" etc.).
5. Shall be set on a machine-compacted pea gravel base 12-inches thick and extend 6-inches beyond box base on all sides. Provide a 3/4-inch by 10-foot copper clad ground rod through the box bottom with 9-inch projection into box, for grounding all metal parts with #10awg copper bond wire.
6. After cables have been pulled, connected, tested and inspected, seal all box joints and seal box between cover and frame with a mastic compound similar to Parmagum or Dukseal.
7. As manufactured by Jensen Precast; or Oldcastle Precast.

2.3 SWITCHES

A. General

1. Provide wiring device circuit switches totally enclosed, electrical insulating Bakelite or electrical insulating composition base, manual operator type with 277 volt 60Hz AC rating for full capacity contacts rated for incandescent lamp loads, fluorescent lamp loads and motor loads. Switch mounting-ears for screw attachment to outlet box. Switches shall be UL listed and labeled; conform to NEMA-WD1 and WD6.
2. Switch controlling (on-off) rated for all lighting loads and all non-lighting loads; switch ratings shall be 20 amp; unless indicated otherwise on Drawings.
3. Color as selected by Owner's Representative. Switches controlling circuits connected to emergency power shall be red.
4. All switches shall be of the same Manufacturer.
5. Where switches are mounted in multiple gang assembly and are operating at 277 volts and/or 277 volts and 120 volts or emergency/non-emergency and mounted in same outlet box, there shall be an insulating barrier installed between each switch.
6. Devices shall additionally be listed and labeled as UL-All Weather-Resistant for the following install locations:

- a. Devices indicated on Drawings as Weather-Proof (W.P.).
 - b. Devices installed in outdoor locations
 - c. Installed in classified wet or damp area locations both indoor and outdoor.
7. Wiring devices shall be listed and labeled for connection of both “solid” and “stranded” copper circuit conductors.
8. Switches with ampere and voltage ratings different than described herein. The different rated switches shall have the same characteristics and performance as the respective described switches, except for differing ampere and voltage characteristics.
- B. Switches Heavy Duty (Toggle – Type)
1. Single Pole Switches – 20 amp at 277V

<u>Manufacturer</u>	<u>Toggle Type</u>	<u>Lock Type</u>
Hubbell	#HBL1221	#HBL1221-L
Legrand/P&S	#20AC1	#20AC1-L
Leviton	#1221	#1221-L
Cooper-Arrow/Hart	#AH1221	#AH1221-L

 2. Double Pole Switch – 20 amp at 277V

<u>Manufacturer</u>	<u>Toggle Type</u>	<u>Lock Type</u>
Hubbell	#HBL1222	#HBL1222-L
Legrand/P&S	#20AC2	#20AC2-L
Leviton	#1222	#1222-L
Cooper-Arrow/Hart	#AH1222	#AH1222-L

 3. Three-Way Switches – 20 amp at 277V

<u>Manufacturer</u>	<u>Toggle Type</u>	<u>Lock Type</u>
Hubbell	#HBL1223	#HBL1223
Legrand/P&S	#20AC3	#20AC3-L
Leviton	#1223	#1223-L
Cooper-Arrow/Hart	#AH1223	#AH1223-L

 4. Four-Way Switches – 20 amp at 277V

<u>Manufacturer</u>	<u>Toggle Type</u>	<u>Lock Type</u>
Hubbell	#HBL1224	#HBL1224-L
Legrand/P&S	#20AC4	#20AC4-L
Leviton	#1224	#1224-L
Cooper-Arrow/Hart	#AH1224	#AH1224-L

 5. Momentary Contact Switches – 20 amp at 277V

<u>Manufacturer</u>	<u>3-Position Regular</u>	<u>3-Position Lock</u>
Hubbell	#HBL1557	#HBL1557-L
Legrand/P&S	#1251	#1251-L
Leviton	#1251	#1251-L
Cooper-Arrow/Hart	#AH (extra)	#AH (extra)

 6. Maintained Contact Switches (Double Throw, Center Off) – 20 amp at 277V

<u>Manufacturer</u>	<u>Toggle Type</u>		<u>Lock Type</u>	
	<u>1-Pole</u>	<u>2-Pole</u>	<u>1-Pole</u>	<u>2-Pole</u>
Legrand/P&S	#1225	#1226	#12250L	#1226-L

Hubbell	#HBL1385	#HBL1386-L	#HBL1385-L	#HBLM1386-L
Leviton	#1385	#1386		
Cooper-Arrow/Hart	#AH (extra)	#AH (extra)	#AH (extra)	#AH (extra)

7. Pilot lights used in conjunction with circuit switches shall be LED type with red jewel.

C. Weather-Proof (W.P.) Switches

1. Outdoor switches provide heavy-duty, tamper resistant gasketed weather proof metal, hinged door cover for each switch.
2. Cover door shall be key locking-type or padlock-type.

D. Other Switches, Receptacles, Devices, and Outlets

1. Special devices outlets and outlet locations shall be as indicated on the Drawings. Modify device and outlet characteristics to accommodate the actual install location conditions for each outlet.

2.4 LIGHTING CONTROL DIMMER SWITCHES (ARCHITECTURAL DIMMING)

A. General

1. Stand alone, non-network, individual room dimmer switches and control stations shall be as indicated herein, unless specifically noted otherwise on the Drawings. The dimming system shall automatically restore the room emergency lighting fixtures to 100% full-on intensity whenever the normal electrical source fails.
2. Dimmers, lamps, ballasts, controllers, and power supplies (drivers) shall be compatible and certified for operation with each other by respective Manufacturers. Provide ventilated metal enclosures for dimmers, controller electronics and dimmer power supplies, NEMA-1, tamper resistant. Flush wall mount or concealed in accessible ceiling air plenum, location as indicated on the Drawings.
3. Dimmer cover plate shall be the same color as switch cover plates in the same area. Manual "slider" with function buttons intensity control. Wall mount not less than one master manual control location in each room. Plus additional wall mount slaves, at locations shown on the Drawings.
4. Dimmer switches shall be self-cooling and shall not require forced air cooling when individually or gang mounted. All dimmers shall be by the same Manufacturer and the same appearance.
5. Dimmer shall include "RF" filters and shall be voltage stabilized, flicker-free. Continuous lighting dimming range 5% through 100% light output. Plus, full-off and full-on light output.
6. Lighting scene presets and lighting control zones.
 - a. Not less than "1-scene" preset and multi-zone switch/control station, location controls for "1-way", "2-way", "3-way" and "4-way" etc. as indicated on Drawings in each room. Provide each room with not less than "3-scene" (multi-scene) presets in each room with multi-zone dimming, and in each room with daylight control.
 - b. Where multi-scene dimming is required, provide controllers and dimmers with internal non-volatile storage-memory for not less

- than the scene preset programmable dimming functions described for each location. Local setup and programming functions of scene presets.
- c. Where multi-zone dimming is required, provide multiple function dimmers with linked communication controls. Linked controls between dimmers shall provide unified room (master-slave) dimming controls for the respective room.
7. Daylight-photocell dimming control with automatic lighting intensity compensation for ambient daylight contribution. Provide additional daylight lighting control zone(s) separate from other lighting control zones in the room, shall comply with CA-T24 Energy Code Daylight Zone Requirements. Provide daylight sensor at optimum location in the room for respective daylight control in the room. Open-loop or closed-loop type sensor control as recommended by Manufacturer.
 8. Dimmer wattage shall be rated not less than the following unless indicated otherwise on the Drawings.
 - a. 120 volt – 1800 watts
 - b. 277 volt – 4000 watts
 - c. On-Off non-dim controllers shall be rated 20-amp full load lighting loads, motor loads and mixed inductive/non-inductive loads, 120-volt and 277-volt 60Hz AC.
 - d. Light fixture voltages as indicated on the Drawings.
 - e. Do not load dimmers or non-dim controllers more than 80% of full load rating. Provide additional dimmers and non-dim controllers to ensure compliance with 80% maximum loading limit.
 9. Each room dimming unit shall provide for connection “input-ports”. The inputs shall connect to the respective room “on-off” occupancy motion sensor automatic control and the respective room dimming for daylight-photocell sensor automatic control of the respective room dimming and lighting fixtures.
 10. The dimmer fade rate of dimming shall be adjustable when the dimmer is controlled automatically by the room occupancy motion sensor or the room day lighting sensor or the scene-presets.
 11. Provide supply input main circuit breaker and dimmer load output multiple branch circuit breakers 20 amp, for large capacity room dimming systems.
 12. Dimming equipment shall be compatible to properly operate and control mixed lighting dimming systems including incandescent, fluorescent, low voltage, LED lamps and non-dim on-off circuit control.
 13. Dimming system “Non-Dim” loads:
 - a. “On-Off” lighting control, compatible with and operates with the dimming controls, sensors and power supplies.
 - b. Load rated, 20-amp 277-volt single pole single throw “on-off”, latching type. Tungsten filament inrush loads and inductive loads, for both lighting and non-lighting electrical loads.
 - c. Zero-phase volts crossover, phase angle switching.
 14. The lighting dimmers, sensors, dimming ballasts, dimming power supplies, drivers, and dimming controls shall comply with and be listed:

- a. State of California – Title 24 Energy Code.
 - b. UL – Energy Listed Conformance.
15. Dimmer Types, Systems and Controllers as Manufactured by
- a. Dimmers (individual dimmers controlling less than eight light fixtures per dimmer).
 - 1) Lutron-Spacer Series; or Crestron-CLW series; or Leviton Series, system and controllers.
 - b. Dimmers controlling eight light fixtures or more per dimmer and all dimmers with daylight-photocell dimming control.
 - 1) Lutron-Grafik Eye/ECO system and controllers; or Crestron-GLPD system and controllers; or Leviton-Sector Intelligent Series system and controllers.
- B. Fluorescent Dimmers
- 1. Fluorescent dimmers shall employ controls and power supplies for dimming of fluorescent lamps and lamp ballasts. Provide solid state electronic ballasts compatible with the dimming system and lamps in each light fixture.
 - a. Line voltage 2-wire ballast dimming, phase control.
 - b. Line voltage 3-wire ballast dimming phase control.
 - c. 0-10 volt "Gated-Ballast" dimming control. UL listed and labeled for CEC both Class-1 and Class-2 wiring connects.
 - d. Digital Addressable Lighting Interface – DALI ballast dimming control. UL listed and labeled for both Class-1 and Class-2 wiring connects.
- C. LED Lamp Dimmers
- 1. Shall be specifically designed and rated for dimming Solid State Lighting – LED (SSL, Light Emitting Diode), both power supply/drivers and lamps. Dimming compatible solid state electronic power supplies/drivers.
 - 2. LED lamps with self-contained power supplies inside each lamp shall be compatible with the dimming system and the dimming system shall be compatible with the lamp/driver power supply. Shop Drawing, submit Manufacturer's compatibility certificate.

2.5 RECEPTACLES

A. General

- 1. All receptacle wiring devices in flush type outlet boxes shall be installed with a bonding jumper to connect the box to the receptacle ground terminal. Grounding through the receptacle mounting straps is not acceptable. The bonding jumper shall be sized in accordance with the branch circuit protective device as tabulated herein under "Grounding". Bonding jumper shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws 6-32 or larger (except isolated ground receptacles). For receptacles in surface mounted outlet boxes direct metal-to-metal contact between receptacle mounting strap (if it is connected to the grounding contacts) and outlet

- box may be used. Receptacle mounting-ears for screw attachment to outlet box. Receptacle shall be UL listed and labeled; conform to NEMA-WD1 and WD6.
2. All receptacles shall be same Manufacturer.
 3. Receptacle color as selected by Owner's Representative. Receptacles connected to emergency power circuits shall be red.
 4. Tamper Resistant Receptacle
 - a. Devices shall additionally be listed and labeled as tamper resistant, provide tamper resistant receptacles in buildings containing: dormitories, guestrooms, condominiums, housing/residences, apartments, dwellings, hotels/motels, secondary schools K through 12th grade, childcare/daycare/kindergarten, hospital pediatric-care units and other locations required by AHJ.
 - b. The electrical receptacles shall be rated "Tamper-Resistant-Receptacle" (TR), UL-TR (RTRT). Spring loaded shutters shall automatically open-close (unblock-block) the receptacle slots, when the plug-in (cap) insertion and removal occurs.
 - c. Typical for 15-amp and 20-amp receptacles. Modify Manufacturer's catalog number description to include tamper resistant receptacle function.
 5. Wiring devices shall be listed and labeled for connection of both "solid" and "stranded" copper circuit conductors.
 6. Duplex convenience receptacles and 120-volt single phase branch circuits.
 - a. Duplex (convenience) receptacle, wiring device with two single receptacles with the same electrical rating, integrated into a single assembly by the Manufacturer.
 - b. 20-amp branch circuits with a single duplex convenience receptacle connection on each circuit, receptacles shall be rated for 20-amp.
 - c. 15-amp and 20-amp branch circuits with two or more duplex convenience receptacle connections each circuit, receptacle shall be rated 15-amp or 20-amp.
 7. Devices shall additionally be listed and labeled as UL-All Weather-Resistant, provide weather resistant receptacles for the following install locations. Modify Manufacturer's catalog number descriptions, shall include all-weather-resistant UL listing and labeling:
 - a. Devices indicated on Drawings as Weather-Proof (W.P.).
 - b. Devices installed in outdoor locations.
 - c. Devices installed in classified as damp or wet locations both indoor and outdoor.
 - d. All GFCI (ground-fault) receptacles all locations.
 8. Receptacles with ampere and voltage ratings different than described for duplex convenience receptacles. The different rated receptacles shall have the same characteristics and performance as the respective duplex convenience receptacles, except for differing ampere and voltage characteristics.
 9. Receptacles shall be GFCI type for the following locations:

- a. located within 84-inches of a sink or hosebib shall be GFCI receptacles.
- b. Devices installed in outdoor locations.
- c. Devices installed in classified as damp or wet locations both indoor and outdoor.
- d. Devices indicated on Drawings as GFCI or Weather-Proof (W.P.).

B. Duplex convenience receptacles.

- 1. Shall be grounding type, 120 volt and shall have two current carrying contacts and one grounding contact which is internally connected to the frame. Outlet shall accommodate standard parallel blade cap and shall be side wired. Receptacles shall be tamper resistant-TR, UL-TR.
- 2. GFCI receptacles shall be all Weather-Resistant and wet location rated. Rated 120 volt 60Hz AC, 20-amp, unless indicated otherwise on Drawings.
- 3. Heavy Duty Industrial Grade

	<u>Manufacturer</u>	<u>NEMA 5-15R</u>	<u>NEMA 5-20R</u>	<u>NEMA 5-20R-GFCI</u>
a.	Legrand/P&S	#5262	#5362	#2095HG
b.	Leviton	#5262	#5362	#W7899
c.	Hubbell	#CR5252	#5362	#GFR8300
d.	Cooper-Arrow/Hart	#AH5262	#AH5362	#WRVGF20

C. Weather Proof (W.P.) Receptacle

- 1. Outdoor receptacles shall be duplex convenience GFCI type rated 20-amp 120 Volt 60Hz AC weatherproof, GFCI, unless indicated otherwise on Drawings. Test-reset buttons and visual pilot.
- 2. GFCI receptacles shall be wet location and Weather-Resistant rated weatherproof, gasketed, key locking tamper resistant, wet location.
- 3. Outdoor, flush mount outlet with hinged, key-locking, weatherproof cover as manufactured by Pass and Seymour/Legrand #4600 Series; or C.W. Cole #310 Series.
- 4. On exposed conduit runs, provide weatherproof ground fault circuit interrupter type GFCI receptacles installed in "FS" conduit water tight cast metal body, with weatherproof spring door type covers, gasket water tight. Door shall be key locking-type or padlock-type.

D. Other Switches, Receptacles, Devices, and Outlets.

- 1. Special devices, outlets and outlet locations shall be as indicated on the Drawings. Modify device and outlet characteristics to accommodate the actual install location conditions for each outlet.

2.6 PLATES

A. Metal cover plates for devices

- 1. Provide cover plates for every line voltage and low voltage switch, receptacle, telephone, computer, television, signal and other device outlets.

- a. All line voltage circuit plates shall be metal, 0.040-inch stainless steel Type 302 alloy, composed of 18% chromium and 8% nickel.
 - b. Plates for low voltage signal systems may be metal or non-metal. Non-metal plates shall be high-abuse, hard-service and high-impact resistant.
2. Plates shall be as manufactured by P&S; or Hubbell; or Leviton; or General Electric.

2.7 VANDAL-PROOF FASTENINGS

Provide approved vandal-proof type screws, bolts, nuts where exposed to sight throughout the project. Screws for such items as switch plates, receptacle plates, fixtures, communications equipment, fire alarm, blank covers, wall and ceiling plates to be spanner head stainless steel, tamperproof type. Provide Owner with six screwdrivers for this type.

2.8 STRUCTURAL AND MISCELLANEOUS STEEL

Structural and miscellaneous steel used in connection with electrical work and located out-of-doors or in damp locations, shall be hot-dip galvanized unless otherwise specified. Included are underground pull box covers and similar electrical items. Galvanizing averages 2.0 ounce per square foot and conforms to ASTM A123.

2.9 FLASHING ASSEMBLIES

A. General

1. Flashing shall be compatible with the material being penetrated and with the pipe passing through the flashing. Coordinate with and comply with Manufacturer's recommendations, for both the flashing and the material being penetrated.
2. Provide lead metal flashing assemblies at all roof penetrations, unless recommended otherwise by Manufacturer.
3. Seal the joint between the flashing and pipe passing through the flashing with water-proofing compound.
4. Lead flashing for roof penetrations, as manufactured by: Santa Rosa Lead Products; or Semco; or Flashco.

B. Storm Collars

1. In addition to penetration flashing, provide a storm-collar counter-flashing for each roof penetration flashing. Shall attach to the structure of the penetration and form a water-tight "umbrella" counter flashing over the roof penetration flashing.
2. As manufactured by: STD-Storm collars; or ASI-Storm collars.

2.10 RELAYS, CONTACTORS AND TIMESWITCHES

A. Individual Control Relays (HVAC Plumbing of the Control Functions)

1. Individual control relays shall have convertible contacts rated a minimum of 10-amp, 600 volts regardless of usage voltage. Coil voltage, number and type of contacts shall be verified and supplied to suit the specific

usage as shown in the wiring diagrams and/or schedules on the Electrical and Mechanical Drawings. Coil control circuit shall be independently fused, sized to protect coil. Relays shall be installed on prefabricated mounting strips. Each relay shall have a surge suppressor to limit coil transient voltages. Furnished in the NEMA Type I enclosure unless indicated otherwise.

2. The following relays are approved:

<u>Manufacturer</u>	<u>Type</u>
Cooper-Arrow/Hart	IMP
General Electric	Class CR 2811
Square D Co.	Class 8501, Type A
Westinghouse	Bul. 16-321, Type NH
Allen Bradley	Approved Equal

B. Contactors and/or Relays

1. Contactors and/or relays for control of lighting shall be 600 volt AC, electrically operated, mechanically held units, open type for panel mounting with number of poles and of size as indicated on the Drawings. Provide auxiliary control relay for operation of each contactor and/or relay with a 2-wire control circuit.
2. Contactors and/or relays shall be mounted in panelboards in barriered section under separate hinged lockable doors or in contactor and/or relay cabinets as called for on the Drawings. Contactors and/or relays shall be installed on Lord sound absorbing rubber mounts.
3. Contactors and/or relays shall be Automatic Switch Co. Bulletin #920 Series for 2-pole and 3-pole, Automatic Switch Co. Bulletin 917 Series with poles as indicated on Drawings. Coil control circuit shall be independently fused, sized to protect coil.
4. Contactors and/or relays shall be equipped with a switch, in the proper configuration, to disconnect the control circuit controlling the coil of the respective device. Control circuit disconnect switch shall be labeled showing function of device.

C. Time-Switches

1. All timeswitches shall have synchronous motor drive for operation on 120 or 277 volts, 60Hz, AC and shall be furnished with a 10-hour, spring-driven, reserve-power motor. Contacts shall be rated 40A per pole.
 - a. Timeswitches for control of air conditioning or plumbing equipment shall have seven day dial and shall be Tork WL Series or approved equal by Paragon or Intermatic.
2. All Timeswitches shall be mounted in separate section in top of panelboards under separate lockable door unless otherwise indicated on Drawings. Clear opening for time-switch shall be a minimum of 12-inches by 12-inches.

D. Contactors and/or Relays/Timeswitch Cabinet

1. Contactors, Relays, and/or Timeswitches not indicated to be mounted in electrical panels shall be mounted in a cabinet, size as required, with

- hinged lockable door keyed same as panelboards. Construction of cabinet shall be similar to terminal cabinets.
2. Each contactor, relay or timeswitch mounted in the contactor cabinet shall be barriered in its own compartment, and shall be installed on Lord sound absorbing mounts.
 3. Contactor cabinets shall be of the same Manufacturer as the panelboards.
 4. Where relays and/or contactors occupy the same enclosure as time-switches they shall have a clear acrylic shield installed over each relay or contactor to guard line exposed parts from accidental contact by non-authorized personnel.

2.11 DISCONNECTS (SAFETY SWITCHES)

A. General

1. Disconnect switches shall all be rated:
 - a. 600 volt 60Hz AC for all safety switches.
 - b. NEMA Type HD, quick-make, quick-break, H.P.-rated.
 - c. Fused Class "R", in NEMA Type I enclosure, lockable.
 - d. Number of poles and amperage as indicated on the Drawings.
2. Provide internal neutral bus, ground-lug and conductor landing lugs, size to match conductors shown on Drawings. Switch access door shall be interlocked with switch to prevent access inside switch when switch is "on" closed position.
3. Where enclosure is indicated W.P. (Weather-Proof) switches shall be rain-tight NEMA Type HD and NEMA 3R enclosure, lockable.
4. Maximum voltage, current and horsepower rating clearly marked on the switch enclosure and switches having dual element fuses shall have rating indicated on the nameplate.
5. Switch and fuses ampere rating shall also comply with Manufacturer recommendation for the connected load.

2.12 TRANSFORMERS

A. General

1. Provide dry type transformers constructed to meet Underwriters' Laboratories Specification UL 506 and tested in accordance with ANSI and NEMA Standards. Performance on transformers equal to or better than ANSI, NEMA, IEEE and CEC/NEC published criteria.
 - a. 60Hz AC line and load.
2. UL Class 220°C insulation with maximum winding temperature rise of 150°C in 40°C ambient at 100% continuous rated capacity with overload capacity per ANSI C57.12 and C57.96 vacuum impregnated core and coil insulation. Transformer efficiency shall meet or exceed NEMA-TP1 (latest revision) Requirements.
3. Transformers shall be equipped with not less than five 2.5% full capacity voltage taps, two above and three below normal voltage. Line and load terminals shall be accessible, located behind removable front cover plate. Transformer connects shall terminate in "conductor-lugs" to match

- line side incoming and outgoing secondary side conductors, shall occur on a common (same) side of transformer on insulated supports.
4. Provide wall mount and ceiling mount transformers support brackets, platforms and attachment structures for transformers.
 5. Dry type transformers shall meet or exceed NEMA TP-1 (latest revision), Class-1 efficiency levels and shall be marked as energy efficient for United States Department of Energy and Environmental Protection Agency DOE/EPA "Energy Star".
 6. Transformer windings shall be copper. As directed by Owner, aluminum shall not be allowed.
 7. Electrostatic Shield: Provide full width, copper, 100% electrostatic shield (Faraday Shield), between line and load transformer windings, on each transformer phase. Shield shall be low impedance grounded to the transformer metal frame and shall attenuate common mode electrical noise 120dB at 1-500MHz range and transverse mode electrical noise, 30dB at 1-500MHz range. Average effective coupling capacitance of thirty picofarads between line and load sides.
 8. Connect transformers by one of the following methods:
 - a. Under floor conduit resulting in no rigid connections to transformer (provide ground strap for equipment ground).
 - b. Liquid tight flexible metal conduit (provide ground wire for equipment ground).
 - c. Pullbox or wireways from transformer, which are isolated from transformer with an approved sound absorbing neoprene gasket (provide ground strap for equipment ground).
 9. The physical dimensions of the transformer shall not exceed the size shown on the Drawings.
 10. Transformer and transformer mounting shall be designed and tested and comply with install location seismic earthquake resistance seismic loads, typical for floor, wall and ceiling mount/suspended transformers. Bolt floor-mounted transformers to floor and mounting brackets, provide isolation rubber mounts, on each attachment contact location.

B. Test Requirements:

1. The transformers shall be subjected to the following production tests:
 - a. Applied Potential
 - b. Induced Potential
 - c. No Load Loss.
 - d. Voltage Ratio.
 - e. Polarity
 - f. Continuity
2. The Manufacturer shall have performed the following additional tests on transformer units identical to the design type being supplied to this Specification. Proof of performance of these tests in the form of test data sheets shall be provided at the Time Shop Drawings are submitted for approval.
 - a. Sound Levels
 - b. Temperature
 - c. Full Load and 50% Load Losses for linear and nonlinear loads

- d. Voltage Regulation
 - e. Impedance
- C. Transformer Housing
- 1. Metal, air cooled enclosure
 - a. Removable metal NEMA 1 enclosure, indoor location
 - b. Removable NEMA – 3R enclosures, outdoor locations, with vent shields.
 - c. Provide screen protected ventilation for all openings, including bottom of housing, to prevent accidental contact with internal components and prevent rodent/insect entrance.
 - 2. Manufacture’s rust inhibitor primer and standard finish paint.
 - 3. Removable lifting and skidding provisions.
 - 4. Provide wall mount and ceiling mount transformers support brackets, platforms and attachment structures for transformers.
- D. Sound Levels: Transformer sound levels, between no loads to full load, shall be guaranteed by the Manufacturer not to exceed the following values:
- | | |
|------------------|-------|
| 9kVA and below | 40dBA |
| 10kVA to 50kVA | 45dBA |
| 51kVA to 150kVA | 50dBA |
| 151kVA to 300kVA | 55dBA |
| 301kVA to 500kVA | 60dBA |
- E. K-Rated Transformers
- 1. Transformers shall comply with UL-1561 and IEEE-519, shall all be rated K4, for harmonic content electrical loads, in accordance with UL-1561 and IEEE C57.110 (latest revision), unless noted otherwise with other-K ratings on Drawings.
 - 2. The transformers shall be specially designed and manufactured for non-linear electrical load which cause harmonic current and voltage distortion, with 3rd, 5th, 7th, 9th and 15th harmonic current and voltage distortion.
 - 3. Transformers, which are simply oversized larger than the specified kVA rating and then derated to the specified kVA rating to compensate for harmonic overloading, are not acceptable.
 - 4. Secondary neutral connections rated at 200% of rated secondary phase current.
 - 5. Transformers Manufactured by; Cutler Hammer; or General Electric; or Square D Co.; or Siemens.
- F. Seismic Earthquake and Wind Loading Withstand, Testing and Certification (Additional Requirements)
- 1. The complete transformer assembly; including housings/enclosures, accessories, supports / anchors etc., shall be designed, manufactured and tested for wind loading for outdoor locations; earthquake seismic rated withstand for indoor and outdoor locations.
 - 2. Shall withstand, survive and maintain continuous non-interrupted energized operation (running) during the seismic event occurrences.

- Continued normal energized operation after the wind event and seismic event occurrences have abated.
3. Shall include demonstrations of successful operation and run test after completion of seismic event shake-table simulation.
 4. Provide three dimensional finite element analysis demonstrating anchorage and operational withstand of wind loading as follows:
 - a. 110MPH – West Coast States USA and Hawaii, per ASCE/SEI 7-10.
 5. Acceptance test seismic qualification of proposed equipment shall employ triple axis shake-table simulation of the Required Response Spectrum (RRS) seismic event motion, certified and approved by the AHJ.
 6. Seismic test shall be performed by a third party independent Test Laboratory. Wind Analysis and Seismic Testing and reports shall be certified, signed and “stamped” by PE Professional Engineer licensed and in good standing in the State, Civil Engineer or Structural Engineer.

2.13 SPARE FUSE CABINETS

Provide a cabinet in each room where a switchboard or motor control center is installed and contains fuses. Cabinets shall be as specified for "Terminal Cabinets" and shall be of sufficient size to contain all spare fuses herein before specified. Provide clips (two per fuse) for each spare fuse. Mount clips in plywood backboard in cabinet. Label cabinet "SPARE FUSES".

2.14 CONCRETE WORK (ADDITIONAL REQUIREMENTS)

A. Portland Cement

1. ASTM C33-(latest revision), Type II, Low Alkali Cement. Composed of Portland cement, coarse aggregate, fine aggregate, and water.
 - a. Concrete for use as electrical equipment footings, lighting pole bases and equipment slabs on grade, concrete shall attain minimum 28-day compressive strength of 4000psi, using not less than 5.75 sacks of cement per cubic yard of wet concrete.
 - b. Concrete for underground duct/conduit encasement, the minimum 28-day compressive strength shall be 2000 psi. Provide a minimum of 10-pounds of red oxide concrete coloring per yard of concrete.
 - c. Mix shall obtain a 6-inches slump, measured with standard slump cone per ASTM C143/C143M (latest revision).
2. Coarse Aggregate: Uniformly graded between maximum size not over 1½-inch and not less than ¾-inch and minimum Size #4, crushed rock or washed gravel. For concrete encased conduit only, maximum aggregate size shall be ½-inch.
3. Fine Aggregate: Clean, natural washed sand of hard and durable particles varying from fine to particles passing ¾-inch screen, of which at least 12% shall pass fifty mesh screens.

- ##### B. Water: Clean and free from deleterious quantities of acids, alkalis, salts, or organic materials.

- C. Reinforcement
 - 1. Bars: Intermediate Grade Steel conforming to ASTM A615/A615M grade 60, with pattern deformations.
 - 2. Welded Wire Fabric: ASTM A185/A185M.
 - 3. Bending: Conform to Requirements of ACI 318.
- D. Form Material: For exposed work, use PS 1-66 "B-B Concrete Form" plywood forms, or equal. Elsewhere, forms may be plywood, metal, or 1-inch by 6-inches boards. Forms for round lighting pole bases shall be sono-tube.

2.15 SURGE PROTECTION DEVICE (SPD)

- A. General
 - 1. The unit shall be modular in construction and operate in parallel with 60Hz AC line voltage, 4-wire or 5-wire, grounded or ungrounded systems, as applicable; voltage, kVA and ampere capacity as indicated on the Drawings. Suitable for connection through an external circuit breaker or combination switch/fuse protective device rated 30-amp, continuous duty, rated for Service Entrance equipment connection. Protection sequences shall include circuit configurations as follows:
 - a. Line-to-Line (Phase-to-Phase).
 - b. Line-to-Ground (Phase-to-Ground).
 - c. Line-to-Neutral, where neutral is present.
 - d. Ground-to-Neutral, where neutral is present.
 - 2. The unit shall operate correctly with any combination of resistive, inductive, or capacitate loads. The unit shall automatically shunt to ground the electrical transients and EMI/RFI noise occurring above the specified values. The unit shall automatically reset after transient condition has passed. Operating temperature minus 40° centigrade to plus 85° centigrade.
 - 3. Provide one or more individual self-contained protection module(s) for each line voltage phase, ground and neutral, suitable for direct connect with line-side C/B protection and disconnect. Provide one spare individual plug-in protection module. Provide incoming line, neutral and ground conductor termination lugs rated CU/AL #14 through #4 AWG. Lugs shall be barriered from and prewired to the respective protection modules.
 - 4. Provide a NEMA twelve housing to contain all unit modules, devices and conductor terminations. The housing shall include a hinged pad-lockable access door.
 - a. Flush housing for mounting internally inside related equipment.
 - b. Surface mounted, with conduit entrance knockouts for external mounting. Maximum housing size shall not exceed 36-inches wide by 72-inches high by 8-inches deep.
 - 5. As manufactured by EFI Corporation Model #MXPB/SPD; or MCG Electronics; or Current Technology; or Liebert.
- B. Operational Characteristics

1. Surge protection, testing, listing and certification.
 - a. UL 1449 (latest edition) and CSA, for Surge Protection Device, UL 1283 for transient voltage electrical noise attenuation, ANSI/IEEE C62.45, C62.1 for C62.41, (latest edition) bi-directional transient clamping voltages for both Normal Mode and Common Modes against Category A and B ring wave and Category B impulse wave.
 - b. The unit connected to the service entrance shall also withstand a minimum of 2,000-sequential ANSI/IEEE C62.41 Category C surges without failure following IEEE test procedures in C62.1, C62.41 and C62.45.

2. Surge protection, EMI noise rejection, and RFI noise rejection shall be provided for Common Mode (line-to-neutral and line-to-ground), Normal Mode (line-to-line) and neutral to ground.

3. EMI and RFI noise rejection.

Conducted line noises interference both electromagnetic (EMI) and radio frequency (RFI) shall be reduced by the unit over a continuous spectrum of 0.5MHz to 1.0MHz. The basis for reduction shall be a standardized 50-OHM insertion loss MIL -STD-220A test. Provide spectrum analysis test dB attenuation reports showing RFI filtering over specified frequencies. Test data based on calculated or computer simulation is not acceptable.

4. Three phase and grounded "WYE" Performance Requirements.

<u>Characteristics</u>	<u>208/120 Volt</u>	<u>480/277 Volt</u>
Nominal line-to-line	208 Volt	480 Volt
Nominal line-to-neutral	120 Volt	277 Volt
Internal capacitance (Microfarads)	2.5	2.5
Maximum response time	1-nano sec.	1-nano sec.
EMI/RFI noise rejection	25-35dB	25-35-dB
Nominal peak clamp voltage Line-to-neutral and line-to-ground	500 Volts	900 Volts
Minimum transient energy dissipation per phase (at 8x20 microseconds waveform)	1000 Joules	1500 Joules
Peak transient withstand (at 8x20 microseconds wave-form) without failure of the unit	50,000 amp	60,000 amp
• Category-C3	300,000 amp	500,000 amp
• Category-B3	100,000 amp	150,000 amp
• Category-A3	50,000 amp	60,000 amp

- C. Diagnostic Indicators
 1. Shall display the "Normal" and "Fault" status of each line suppression circuit, along with protection circuit "on" indication.
 2. Shall provide a sonic audible fault alarm with silence push-button.

- D. Surge Protection Categories
 1. Surge protectors shall comply with ANSI C62.41 (Latest Revision) Standard Protection Categories for "impulse" and "ringwave" transients, based on the installation locations shown in the Contract Documents.

- a. Service entrance, main switchboard or substation locations - Category "C3", high exposure.
 - b. Mid building, distribution panels, distribution panels over 400-amp main bus rating locations - Category "B3", high exposure.
 - c. Branch circuit panelboards 400-amp or less main bus rating - Category "A3", high exposure.
2. The SPD short circuit current withstand rating shall exceed the actual short circuit current available at the SPD installation location.

2.16 PLUG STRIP SURGE PROTECTION DEVICE

A. General:

1. Self-contained unit rated 15-amp, nominal 120 volt plus 10%, 60Hz, AC, 1875 watts full continuous load. Internal 15-amp resettable overload protection circuit breaker. Red illuminated on-off switch. 6-foot, 14 AWG 3-conductor, grounded, heavy duty jacketed AC line cord with NEMA 5-15 cap. Multi-outlet receptacles, suitable for use with the following types of plug in loads, data processing equipment, audio/video equipment, test instruments, medical equipment, photo graphic equipment and "switching type" power supplies. As manufactured by TRIPP LITE Isobar series; EFI; or equal.
2. Protected outlets shall be NEMA 5-15R 15-amp, AC 60Hz receptacles. Provide four protected outlet plugs on each plug strip, as indicated on the Drawings. Each group of two receptacles (duplex) shall be connected to separate protected load isolated filter banks. Each duplex shall be isolated from the other output receptacles, minimum isolation of 25dB at 1MHz line to line, line to neutral, line to ground and neutral to ground.
3. Non-blocking plug-in locations/orientation for plug-in "power-brick" power supplies.

B. Operation:

Self-contained RFI and EMF shielded housing with mounting slots for temporary mounting of the unit. Protected outlet receptacles shall supply filtered, electrical line voltage power to the connected equipment. Line noise RFI and EMI interference filtering suppression, surge protection and spike protection shall occur in all three modes of operation line to ground, line to neutral and neutral to ground rated as follows:

1. 13,000-amp, 210 joules (watt-seconds) peak withstands capacity.
2. Transient response time less than 5-nano seconds.
3. 140-volt AC RMS initiate spikes suppression 330 volt maximum let through.
4. RFI and EMI Suppression-Provide spectrum analysis test dB attenuation reports showing RFI filtering over specified frequencies.
 - 50KHz greater than 20dB
 - 150KHz greater than 40dB
 - 1MHz greater than 80dB
5. Diagnostic indicator lights located on the SPD housing shall provide alarm alert for each of the following conditions:

- a. Loss of AC power.
 - b. Damage, malfunction in the SPD suppression circuits.
 - c. Improper AC electrical outlet wiring.
6. Standards Testing, Listing and Certification Compliance:
- a. IEEE 587 A and B compliance.
 - b. UL 1449 surge suppressers.
 - c. UL 1363 temporary power taps.
 - d. UL 1283 electromagnetic interference filters.
- C. Rack Mounted SPD
- 1. SPD units installed in equipment racks shall comply with all of the same Performance Requirements, except as follows.
 - a. EIA/TIA – Equipment rack mount style (19-inches or 24-inches as applicable).
 - b. Minimum of two front mounted outlets and not less than six rear mounted out-lets.

2.17 WIREWAY

- A. General:
- 1. Unobstructed lay in type, metal wireway, fittings and connectors UL listed for use as wireway and auxiliary gutter. Length, elbows and "T-S" as shown on Drawings. Minimum cross-section size 4-inches by 4-inches, but not less than shown on the Drawings. Suitable for mounting in any position orientation.
- B. Construction:
- 1. Minimum metal gauge shall not be less than 14-gage.
 - 2. Cover shall be hinged entire length of cover. Cover shall be held in the closed position with bolts and nuts.
 - 3. Provide spring nuts on all hardware fastener penetrations into the interior of the wireway to protect against wire insulation damage.
 - 4. The inside of 90-degree corners in the wireway shall be a 45-degree bevel.
 - 5. Grounding continuity between wireway sections and fittings shall be continuous the entire length of the wireway.
- C. Finish:
- 1. Indoor non-raintight, rust inhibitor phosphatizing base coating and baked enamel finish, Manufacturer's standard color.
 - 2. Raintight outdoor-galvanized metal, with corrosion resistant phosphate primer and baked enamel finish, Manufacturer's standard color, NEMA 3R construction.
 - 3. All hardware shall be plated to prevent corrosion.

PART 3 - EXECUTION

3.1 GROUNDING (ADDITIONAL REQUIREMENTS)

OXNARD UNION HIGH SCHOOL DISTRICT

ADOLFO CAMARILLO HIGH SCHOOL
GYM BLEACHERS REPLACEMENT

- A. Grounding shall be executed in accordance with all applicable Codes and Regulations, both of the State of California and local authorities having jurisdiction.
- B. The neutral of each transformer shall be grounded by individual separate ground conductors in individual conduits as follows:
 - 1. Conductor and conduit shall be grounded to building main ground bus.
 - 2. Conductor and conduit shall be grounded to nearest available effectively grounded building structural steel member or grounded metal cold water pipe.
- C. The transformer neutral ground conductors for secondary side of the transformers shall be copper and shall be sized according to the following table:

<u>Secondary Total Equivalent Size Copper</u>	<u>Neutral Ground Wire Size Copper</u>
#2 or smaller	#6-1-inch conduit
1 or 1/0	#4-1-inch conduit
2/0 or 3/0	#2-1¼-inch conduit
4/0 thru 350 MCM	#1-1¼-inch conduit
Over 350 MCM thru 600 MCM	2/0-1½-inch conduit
Over 600 MCM thru 1100 MCM	3/0-1½-inch conduit
Over 1100 MCM	4/0-2-inch conduit
- D. Each pullbox or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.
- E. The maximum resistance to ground shall not exceed 5 ohms.

3.2 OUTLET AND JUNCTION BOXES

- A. General:
 - 1. Accurately place boxes and securely fastens to structural members. Where outlets are shown at same location but at different mounting heights, install outlets in one vertical line. Where outlets are shown at same location and mounting height, mount outlets as close together in a horizontal row as possible. Where the outlet boxes for switches and receptacles are shown at the same location and mounting height, mount in common outlet box with barriers between devices. Provide single piece multi-gang cover plate for close mounted outlet boxes. Where switches are shown on wall adjacent to hinge side of doors, box shall be installed to clear door when door is fully opened.
 - 2. Flush mounted boxes shall be attached to not less than two parallel studs or structure members by means of metal supports. The supports shall span between and attach to the structure members.
 - 3. Boxes above accessible ceilings shall be attached to structural members. Where boxes are suspended, they shall be supported independently of conduit system by means of hanger rods and/or preformed steel channels. Boxes shall be supported independently of all piping, ductwork, equipment, ceiling hanger wires and suspended ceiling grid system.

4. Boxes above accessible ceilings shall have covers marked with branch power circuit information.
 5. Surface mounted outlets shall be attached to concrete or masonry walls by means of expansion shields.
 6. Outlet Box Horizontal and Vertical Separation: Outlet boxes and device outlet rings installed flush in walls shall be horizontally and vertically separated by not less than 24-inches (edge of box to edge of box) from device outlet boxes and rings in common wall surfaces located on the opposite (back) side of the same wall.
 - a. Where the separation cannot be maintained, provide a solid backing behind and completely enclosing each outlet box.
 - b. The backing shall extend the width of the wall cavity (i.e., between "studs" or masonry cells) behind the box and 12-inches above and below the outlet box centerline, completely enclosing the outlet box.
 - c. The backing shall consist of the following:
 - 1) $\frac{5}{8}$ -inch thick gypsum board anchored in place for "stud" wall construction.
 - 2) Solid "mortar" to completely fill the outlet box "cell" behind the box in masonry construction.
 7. Provide metal outlet box for each device. Install devices in metal outlet boxes. Typical for all wiring devices including, switches, receptacles, line voltage devices and low volt-age/signal system devices.
- B. Fire Wrap:
1. In fire rated walls and ceilings provide fire rated "box-wrap" around the outside of each outlet box placed in fire rated wall or ceiling. Install the fire wrap on exterior of box inside the wall or ceiling, to maintain the fire rating of wall or ceiling with the installed outlet boxes.

3.3 SWITCHES AND RECEPTACLES-DEVICES

- A. General
1. Provide outlet boxes for all devices, switches, receptacles, both line-voltage and low-volt-age.
 2. Devices installed in wireways shall be installed flush in wireway assembly.
 3. Install and screw attach devices into outlet boxes and wireways.
 4. Provide ground circuit connections to all devices.
 5. Provide branch circuit connections to all devices.
 6. Provide testing and commissioning for proper operation and phase/ground connectors.
 - a. Test each GFCI devices after installation and circuit connection is complete.
 - b. Test all devices for correct polarity and proper electrical energization.
 7. Install and adjust all coverplates to be flush and level, with correct device identification.

8. Were one or more device occurs at the proximity with other similar devices, all of the devices shall be “granged” under one common coverplate as follows:
 - a. Duplex convenience receptacles with other proximity (within 18-inches) duplex convenience receptacles.
 - b. Lighting control switches not exceeding 20-amp switch rating with other proximity (within 18-inches) similar switches.
- B. Line-voltage Plug-In Type Receptacle Installation Orientation:
 1. The “ground-pin” shall face “up” at the receptacle top location (double duplex) 4-plex, individual and vertically mounted individual duplex receptacles.
 2. The “neutral-blade” shall face “up” at the receptacle top location on horizontally mounted duplex receptacles.

3.4 DIMMER SWITCHES (ARCHITECTURAL DIMMING)

A. General

1. Do not break off dimmer cooling fins.
2. Dimmers shall be surface or flush wall-mounted at the location indicated on the Drawings.
3. Provide controls and control circuits in conduit connecting between dimmers, controllers and light fixtures, shall comply with respective Manufacturer’s recommendations.
 - a. The Drawings do not show all of the lighting system point-to-point control circuit connects. Provide conduit and control circuit connects in conduit, all to comply with the Lighting Controls Manufacturer recommendations, include all materials and work as part of the Contract Requirements, for complete and operational lighting controls in each room.
4. Provide outlet boxes for dimmer control stations. Provide equipment cabinets for dimmer equipment at each room location with dimming equipment, flush wall mount unless indicated otherwise on Drawings.

B. Set-up, Testing and Commissioning

1. Provide set-up, testing, and commissioning of lighting dimming system.
2. Comply with CA-T24 Energy Code for Commissioning. Comply with Manufacturer’s set-up and testing recommendations.
3. Set-up and program lighting scene presets, lighting intensities, fade rates, and zone controls. Document and coordinate setup parameters with the Owner’s Representative.
4. Provide factory trained and authorized Technicians to set-up, test and commission the lighting dimming control systems in each room, prior to initial energizing system.

3.5 CONCRETE WORK

A. Form:

1. Space forms properly with spreaders and securely tie together. Do not use twisted wire form ties. Keep forms wet to prevent joints from opening up before concrete is placed. Replace improper construction as directed. Do not use wood inside forms.
 2. Build in and set all anchors, dowels, bolts, sleeves, iron frames, expansion joints and other materials required for the Electrical Work. Place all items carefully, true, straight, plumb, and even.
 3. Carefully remove all exposed forms. Cut nails and tie wires below face of concrete and fill all holes. Rubbish will not be allowed to remain in, under, or around concrete.
- B. Mixing: Use batch machine mixer of approved type. After ingredients are in mixer, mix for at least 1½-minutes.
- C. Transit Mixing: In lieu of mixing at site, transit mixing may be used if rate of delivery, haul time, mixing time, and hopper capacity is such that concrete delivered will be placed in forms within 90-minutes from time of introduction of cement and water to mixer.
- D. Placing of Concrete
1. Before placing concrete, remove wood, rubbish, vegetable matter and loose material from inside forms. Thoroughly wet down wood forms to close joints.
 2. Clean reinforcement; remove paint, loose rust, scale and foreign material. Bars with bends not called for will be rejected. Hold securely in place to prevent displacement. Lap bar splices 24-diameters, min; lap fabric one mesh min. Tie intersections, corners, splices with 16-gallon annealed wire, or as otherwise called for.
 3. Place concrete immediately after mixing. Do not use concrete that has begun to set; no tempering will be allowed. If chuting is used, avoid segregation. In placing new concrete against existing concrete, use bonding agent per Manufacturer's directions.
 4. Give careful and thorough attention to curing of concrete. Keep concrete and forms wet for a minimum of 10-days, after placing concrete.
- E. Concrete Finish
1. Finish of Exposed Concrete: Horizontal surfaces, steel troweled monolithic finish; vertical surfaces, smooth and free of fins, holes, projection, etc.
 2. Exposed lighting pole bases shall be filled and sack finished to a smooth finish.

3.6 SURGE PROTECTION DEVICE INSTALLATION (SPD)

- A. Direct Connect SPD Installation
1. Install unit cabinet to insure a maximum connected circuit length of less than 8-feet from the equipment the surge protection unit is connected to, approximately plus 48-inches on wall.
 2. Alternately, factory install SPD unit directly into respective equipment, instead of remote from equipment. Install SPD inside respective switch-gear, switchboards, distribution panels, panelboards, etc.

3. Connect between surge protection unit and supply equipment with not less than 1.25-inch conduit containing 5#4AWG, copper conductor, 600 volt THHN/THWN insulation, connection circuit.
 4. Provide a subfeed overcurrent protective device in the respective panel or switchboard to supply the SPD connection circuit, whether or not shown on the Drawings. The protective subfeed device shall be a thermal magnetic circuit breaker rated not less than 30-amp 3-pole or a safety switch and fuse unit rated not less than 60-amp 3-pole, voltage and short circuit fault interrupting class to match the respective circuit voltage.
 5. Connect surge protection unit to main building ground bus or electric distribution equipment ground bus (whichever is closer distance), with 1.25-inch conduit - 1#4AWG copper conductor 600 volt, THHN/THWN insulation.
- B. Plug-in Type SPD
1. Install in respective equipment racks.
 2. Install at respective workstation locations, cabinets and furniture.
 3. Connect to respective equipment and wall electrical outlets.
- C. Install, Connect, and Test each SPD unit in accordance with Manufacturer's recommendations.

END OF SECTION 260501
052620/414133

SECTION 260530
CONDUIT AND WIRE

PART 1 - GENERAL

1.1 SCOPE

- A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to the following:
1. Examine all other Sections for work related to those other Sections and required to be included as work under this Section.
 2. General Provisions and Requirements for electrical work.

1.2 SUBMITTALS (ADDITIONAL REQUIREMENTS)

Submit Product Data Sheets for all conduits and couplings.

PART 2 – PRODUCTS

2.1 CONDUIT

- A. General
1. The interior surfaces of conduits and fittings shall be continuous and smooth, with a constant interior diameter. Conduits and conduit fittings shall provide conductor race-ways of fully enclosed circular cross section. The interior surfaces of conduits and fittings shall be without ridges, burrs irregularities or obstructions. Conduits and fittings of the same type shall be of the same uniform weight and thickness.
- B. Rigid Non Metallic Conduit (RNMC)
1. General
 - a. Conduit and fittings shall be 90 degree centigrade conductor rated and fabricated from homogeneous material, free from visible cracks, holes or foreign inclusions, with integral “end-bell”. The conduit and conduit fittings shall be watertight and airtight.
 - b. Conduit, conduit fittings and conduit fitting assembly “solvent cement” shall all be the product of the same Manufacturer. Conduit fittings shall be solvent cement welded watertight.
 - c. Conduit and fittings shall be identified with legible markings showing ratings, size and Manufacturers name.
 - d. RNMC and fitting shall be corrosion resistant, watertight.
 - e. Conduit shall be suitable for conductor operating temperatures from minus 20 degrees centigrade to 90 degrees centigrade.
 - f. RNMC shall comply with NEMA TC-2 (PVC 40 conduit, latest revision) and NEMA TC-3 (fittings, latest revision); UL 514 and UL 651 (latest revision).
 2. Polyvinyl Chloride (PVC) – RNMC

- a. PVC – Schedule 40 heavy wall construction.
- b. PVC – Schedule 80 extra heavy wall construction.

PART 3 – EXECUTION

3.1 TRENCHING

Provide trenching, concrete encasement of conduits, backfilling, and compaction for the underground electrical work, in accordance with applicable Sections of this Specification.

3.2 CONDUIT

A. General

- 1. The sizes of the conduits for the various circuits shall be as indicated on the Drawings.

B. Conduit Installation

- 1. Conduit separation:
 - a. Conduit installed underground shall be separated from adjacent conduits of identical systems (i.e. power to power, etc.) by a minimum of 3-inches. Conduits of non-identical systems (i.e. telephone to power, etc.) shall be separated by a minimum of 12-inches.
- 2. Conduit stubs:
 - a. Conduits stubbed underground for future use shall be terminated a minimum of 5-feet clear (whichever distance is greater) of building or adjacent concrete walks and AC paving and capped. Provide concrete monuments, 6-inches by 6-inches by 15-inches deep, buried flush with grade over the capped ends. The face of monument shall be furnished with 3-inch square brass plates securely mounted and engraved with the number and size of conduits and type of service (i.e., "POWER", "TEL.", etc.).
- 3. Conduit concrete encasement:
 - a. Conduits shall be continuously concrete encased below grade except for the last 36-inches of each unterminated run.
- 4. Underground conduits:
 - a. Underground conduits shall be separated and supported on factory fabricated, non-metallic, duct/conduit support spacers. The spacers shall be modular, keyed interlocking type, "built-up" to accommodate quantity, size orientation and spacing of installed conduits.
 - 1) The spacers shall maintain a constant distance between adjacent conduit supports and hold conduits in place during trench backfill operations. Minimum support spacer installation interval along with length of the conduits shall be 5 feet.

- b. Provide trenching, excavation, shoring and Backfilling required for the proper installation of underground conduits. Tops of backfill shall match finish grade.
- c. Bottoms of trenches shall be cut parallel to "finish grade" elevation. Make trenches 12-inches wider than the greatest diameter of the conduit.
- d. Backfilling trenches for conduits with concrete encasement Requirements by the Contract Documents:
 - 1) Trenches with all conduits concrete encased and not located under a building pad and not located under paved areas shall be backfilled with clean damp sand or native soil.
- e. Backfill material:
 - 1) Sand and native soil backfill of trenches shall be machine vibrated in 6-inch lifts to provide not less than 90 percent compaction of backfill.
 - 2) Concrete and slurry mix shall be machine vibrated during installation to remove "air-voids".
 - 3) Soil shall have no stones, organic matter or aggregate greater than 3-inches.
 - 4) The slurry mix shall consist of concrete, clean sand and clean water mixture. Maximum shrinking of slurry mix shall not exceed 5-percent wet to dry.
- f. Do not backfill until District's Representative has approved installation and As-Built Drawings are up to date. Promptly install conduits after excavation has been done, so as to keep the excavations open as short a time as possible. Excess soil from trenching shall be removed from the site.
- g. Install underground conduit, except under buildings, not less than 24-inches below finished grade in non-traffic areas and 30-inches below finished grade in traffic areas, including roads and parking areas. Not less than 48-inches below finished grade under public/private transit system right of way and railroad right of way. Dimensions shall be measured to the top of the conduit.
- h. Conduit crossing existing underground utilities shall cross below the bottom depth of the existing utilities. If the top portion of the existing utility depth below finish grade exceeds 72-inches and the specified separation and depths are maintained when crossing over the top of the existing underground utility, the conduit may cross above the existing underground utility.
- i. Provide long radius horizontal bends (minimum radius of 36-times the conduit diameter) in underground conduits where the conduit is in excess of 100-feet long.
- j. Conduits installed below grade and on grade below buildings, shall not be smaller than 0.75-inches. Conduits for circuits exceeding 600 volts shall not be smaller than 5.0-inches.
- k. Dewatering:
 - 1) Provide pumping to remove, maintain and dispose of all water entering the excavation during the time the excavation is being prepared, for the conduit laying, during the laying of the conduit, and until the backfill at the conduit zone has been completed. These provisions

shall apply on a continuous basis. Water shall be disposed of in a manner to prevent damage to adjacent property. Trench water shall not be drained through the construction. Groundwater shall not be allowed to rise around the pipe until joining compound has firmly set.

- 2) The District's Representative shall be notified 48 hours prior to commencement of dewatering.
5. Raceway/Conduits, which are installed at this time and left empty for future use shall have 0.25-inch diameter polyvinyl rope left in place for future use. The pull rope shall be 500-pound minimum tensile strength. Provide a minimum of 5-feet of slack at each end of pull ropes.
6. RNMC conduit:
 - a. Joints and fittings shall be solvent welded to RNMC conduit. Joints and fittings shall be watertight and airtight after fabrication.

3.3 TESTING

A. Testing Conduit and Conduit Bends

1. The Contractor shall demonstrate the usability of all underground raceways and field fabricated conduit bends installed as part of this Contract.
 - a. A round tapered segmented semi-rigid mandrel with a diameter approximately 1/4-inch smaller than the diameter of the raceway, shall be pulled through each new raceway.
 - b. The mandrel shall be pulled through after the raceway installation is completed. Conduits which stubout only, may have the mandrel pulled after the concrete encasement is completed, but prior to completing the backfill.
 - c. District's Representative shall witness the raceway testing for usability. A Representative of the respective Utility Company shall witness the raceway testing where applicable.
 - d. Contractor shall repair/replace any conduit and conduit bend provided under this Contract which will not readily pass the mandrel during this test.

END OF SECTION 260530
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PART 1 - GENERAL

1.1 SCOPE

1.1.1 Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1.1.1.1 Examine all other sections for work related to those other sections and required to be included as work under this section.

1.1.1.2 General provisions and requirements for electrical work.

1.2 SUBMITTALS (ADDITIONAL REQUIREMENTS)

1.2.1 Submit product data sheets for all racks, hooks, supports, ladders, covers, grounding, manholes, vaults, pullboxes, joint sealing compound etc.

1.2.2 Submit detailed shop drawings including dimensioned plans, elevations, details, structural calculations signed by a California State registered Structural ENGINEER and descriptive literature for all component parts.

PART 2 - PRODUCTS

2.1 GENERAL

2.1.1 Each concrete precast section shall be identified by having the manufacturer's name and address, along with respective section weight cast into an interior face or permanently attached thereto.

2.1.1.1 As manufactured by Jensen Precast Products; or Old Castle Precast; or equal.

2.1.2 Structure Construction

2.1.2.1 The precast steel reinforced concrete structure walls, floor and roof shall safely sustain the loads and pressure resulting from vertical and lateral earth loading and vehicular loading. Based on the following criteria:

2.1.2.1.1 Minimum earth density shall be 120-pounds per square foot (PSF).

2.1.2.1.2 Minimum equivalent fluid pressure for lateral pressure due to earth shall be 85-pounds per square foot (PSF) undrained earth conditions, minimum safety factor for buoyancy shall be 1.25.

2.1.2.1.3 Vehicular load rating shall be H-20 in compliance with latest AASHO specifications.

- 2.1.2.1.4 Design shall be based on maximum depth of fill over the structure as indicated on the drawings, but not less than 36-inches.
- 2.1.2.1.5 Design and details shall comply with minimum ACI 318-63 code requirement. Minimum concrete 28-day cure strength shall be 3000-psi.
- 2.1.2.2 Precast structure shall be designed to withstand forces due to additional inward load of 4,000 pounds (working load) with safety factor of two (2), acting perpendicular to the surface at any pulling iron.
- 2.1.2.3 Structures shall be single piece or horizontal multi-section construction as required for field installation conditions. Multi-sections shall interlock with "Tongue and groove" joint mating surfaces to insure a rigid assembly.
- 2.1.2.4 Seals and waterproof
 - 2.1.2.4.1 All structure precast joints shall be sealed with preformed cold field applied plastic joint sealing compound. Joint sealing compound shall not leak, sag or flow at the joints with 10-psi water pressure applied for 24 hours.
 - 2.1.2.4.2 Weatherproof coating, the entire pre-cast exterior walls, exterior bottom, exterior roof and neck. Continuous application of bituminous waterproof coating material. Apply bituminous primary cold-coating and bituminous finish cold-coating not less than 0.10 millimeter total overall thickness, pressure applied in two coats over the entire exterior of the precast concrete structure.
 - 2.1.2.4.3 Seals and waterproofing shall be chemically resistant to acid, alkali's and saturated hydrogen sulfide.
- 2.1.2.5 Each precast structure section shall have suitable knockouts or openings in the vertical walls for the duct banks and conduits entering the structure. Provide a 1-inch diameter knockout in each corner of the floor slab, 6-inches from adjacent walls, for installation of ground rods.
- 2.1.3 Intercept Manhole/Pullbox Structures
 - 2.1.3.1 Intercept type manhole/pullbox structures shall comply with the requirements of non-intercept manholes and pullboxes, respectively. Plus the additional requirements listed below.
 - 2.1.3.2 Manholes/pullboxes shown to be installed at the same location as replacement for existing manhole/pullbox shall be custom fabricated "intercept" multi-section type.
 - 2.1.3.3 The structure shall be provided with multiple, vertical and horizontal custom fabricated sections for fitting around existing manholes/conduits/duct banks/conductors entrances into the structure during manhole

installation without disturbing existing manholes/pullboxes. The structures shall allow placement of the structures without disconnecting or disrupting existing circuits during the installation. The structure walls shall be slotted to fit around existing concrete encased conduit entrances.

2.1.3.4 Provide cast-in-place concrete steel reinforced foundation/footings and floor for the intercept structure. The foundation shall be installed prior to removal of existing manhole/pullbox. The floor shall be installed after removal of the existing manhole/pullbox structure. The foundation/footing and floor shall be designed, and engineered as part of precast structure.

2.1.3.5 The structure foundation/footings shall be "keyed" to match keying of manhole precast wall sections.

2.2 MANHOLES

2.2.1 The precast concrete roof of each manhole shall be provided with a 36-inches minimum diameter opening, and shall be equipped with necking ring suitable for installation of cover assembly. Provide precast concrete manhole grade ring(s) to bring the top of the cover to required elevation. Concrete grade ring(s) shall be of sufficient height to provide 24-inches minimum finish earth cover over top of manhole roof. Rings shall be tongue and groove mating surfaces to insure rigid assembly.

2.2.2 A precast concrete grade ring cone shall set on top of the grade ring(s) to support the cast iron cover ring.

2.2.3 Ladders shall be hot dip galvanized steel length as required for manhole depth. Cast iron, ladder swing joint retaining hook and grade ring steps shall be provided in the manhole necking grade rings. Provide a ladder for each manhole.

2.2.4 Manhole sizes shall be as indicated on drawings. Dimensions are inside clear, but in no case shall the manhole inside height floor to ceiling be less than 7-feet-0-inches and minimum length and width shall not be less than 6-feet-0-inches by 8-feet-0-inches.

2.3 PULLBOXES

2.3.1 Pullboxes shall have deep recess conduit knockout concrete extensions at two opposite end walls. Additional shallow recess knockouts shall be provided on the other two walls for conduit entrances.

2.3.2 Pullboxes shall be provided with a minimum of one precast concrete 6-inch extension grade ring "tongue and groove" mating surfaces to insure rigid assembly.

2.3.3 Pullbox sizes shall be as indicated on drawings but in no case less than required by applicable codes. Minimum depth of the pullbox shall not be less than 42-inches or 1.5 times the width of the pullbox; whichever is the more shallow dimension.

- 2.3.4 The pullbox floor sump shall extend through the concrete floor into the gravel bedding, below the pullbox.

2.4 COVERS AND FRAME ASSEMBLIES

2.4.1 Traffic Rated per AASHTO for H20 Loading

- 2.4.1.1 Covers shall comply with Federal ADA, UL, State, and Local AHJ for slip resistance.

2.4.2 Manholes

- 2.4.2.1 36-inch diameters clear opening, flush fitting in cover frame ring.

- 2.4.2.2 Cover frame ring shall be cast iron and attach to the precast concrete grade ring cone with 0.5-inches diameter inserts and adjustable slotted head, threaded, stainless steel studs, minimum of four.

- 2.4.2.3 Provide two lifting "Eye" holes in cover.

2.4.3 Pullboxes

- 2.4.3.1 Hot dip galvanized steel single piece flush fitting with threaded flush hold down, slotted head, stainless steel studs.

- 2.4.3.2 Topping frame shall be hot dip galvanized steel angle frame where the pullbox is installed in paving or concrete work.

- 2.4.3.3 Top ring frame shall be armor band type where the pull box is installed in exposed earth or landscaping.

- 2.4.3.4 Cover openings larger than 5-square feet of surface area, shall be provided with "split" two-piece cover type. Each "split" cover shall be hinged open-close with Torsion-Spring type cover, to assist in the ease of opening and closing the cover.

- 2.4.3.5 Cover openings 5-square feet or smaller surface area shall be single piece covers.

2.4.4 Covers shall be permanently marked in the cover metal as follows:

- 2.4.4.1 "E" or "Electric" for covers on structures containing power circuits under 600-volts and "HV" or "High voltage" for covers on structures containing power circuits over 600 volts.

- 2.4.4.2 "Signal" for covers containing signal circuits.

2.5 CABLE RACKS

2.5.1 Cable racks, installed on the vertical walls of the structure, including hooks and porcelain insulator cable cradles, shall be sufficient to accommodate the cables and splices.

2.5.2 Vertical racks shall be installed on all walls of the structure a minimum of 24-inches on center extending within 6-inches of floor and top of each wall. A rack shall be installed within 18-inches of each corner of each wall. Additional racks spaced equally on each wall shall be installed; spacing between vertical wall racks shall not exceed 24 inches.

2.5.2.1 Wall racks shall be slotted to accept removable hooks and lock hooks into place.

2.5.2.2 Non-metallic, 50% (minimum) glass reinforced nylon or non-metallic material of the same characteristics.

2.5.2.3 The installed cable racks, cable support hooks with arms and wall anchor bolts shall support the following minimum loads for each hook/arm, with a 2,000% minimum safety factor. Based on multiple hook/arms located not less than 9-inches on center along the entire vertical length of the support rack:

	<u>Hook/Arm Length</u>	<u>Min. Weight Each Hook/Arm Supported</u>	<u>Max. Allowable Hook/Arm Deflection</u>
2.5.2.3.1	8-inches	450 pounds	0.25-inch
2.5.2.3.2	14-inches	350 pounds	0.37-inch
2.5.2.3.3	20-inches	250 pounds	0.37-inch

(Based on load concentrated 1-inch from the end of each hook/arm.

2.5.2.4 Racks shall be bolted to the precast and cast-in place structure walls, within 3-inches of each rack end and not less than 9-inches on center. Provide cast-in place or after set drilled expansion concrete anchors.

2.6 PULL-IN-IRONS

2.6.1 Pull-in-irons shall be a galvanized steel bar bent in a "U" shape, and cast in the structure walls and floors.

2.6.2 A floor pull-in-iron shall be centered under the manhole entry ring in the structure floor.

2.6.3 Pull-in-irons shall not be less than 6-inches above or below, in the opposite wall from each knockout panel for conduit/duct entrances.

2.6.4 Pull-in-irons shall project from the structure wall into the structure approximately 4-inches.

2.7 DRAINAGE SUMPS

- 2.7.1 Provide drainage sump with cast iron metal grate in the floor of each structure. Minimum diameter of 12 inches by 4-inches deep. Provide a removable cast iron grate over the sump.

PART 3 - EXECUTION

3.1 EXCAVATION

- 3.1.1 Excavate for installation of precast structures removes excess excavated material from the site. Saw cut existing paving and concrete as required for excavation.
- 3.1.2 Provide a minimum of 6-inches deep bedding base of crushed rock 3/8-inch - 1/2-inch size in the bottom of the excavation. Bedding shall be level and well compacted by a minimum of four passes with a plate type mechanical vibrator.
- 3.1.3 Back fills and compact earth around precast structure after installation of the structure to 90% minimum compaction in 12 inch lifts. Replace paving concrete, landscaping above structure to match existing.

3.2 INSTALLATION

- 3.2.1 Install precast structures per manufacturer recommendations to provide a dry watertight installation. Set cover flush with existing grade or finish surface. Where precast structure is installed in pedestrian walkway or vehicular traffic way with a sloping finish grade. Slope cover to match existing finish surface slope.
- 3.2.2 Install structures to avoid surface water drainage flow lines, and existing utilities.
- 3.2.3 Exterior concrete walls, tops, necks and bases of precast structure shall be wet-proofed with two (2) coats of a bituminous for concrete wet-proofing material, minimum finish thickness not less than 0.10 millimeters.
- 3.2.4 Connections to Precast Structure
 - 3.2.4.1 Lines connecting to precast structures shall be constructed to have a cast in place concrete tapered section adjacent to the structure and extending a minimum of 48-inches out from the structure to provide shear strength.
 - 3.2.4.2 Precast structure shall be constructed to provide for keying the concrete envelope of the conduit/duct line into the wall of the structure. Mechanical vibrators shall be used when this portion of the envelope is poured to assure a seal between the envelope and the wall of the precast structure.
- 3.2.5 Entrances of conduits/ducts shall terminate with endbells inside the precast structure. Slope conduit entrances into manhole to insure top of conduit entrances into manhole are a minimum of 6-inches below manhole ceiling. Maximum conduit slope shall not exceed 1 inch per "running" foot of conduit.
- 3.2.6 Manholes and pullboxes shown to intercept existing conduit, remove portion of existing conduit approximately 4-feet back from manhole wall, regrade and

excavate conduit entrance and extend existing conduit into manhole or pullbox to match existing conduit quantity and size. Provide "horizontal, split" conduit and split conduit coupling to extend existing conduit into manholes and pullboxes.

3.3 GROUNDING

- 3.3.1 Provide 10-feet long by 0.75-inch diameter copper clad, steel, driven ground rods through the floor of the precast structure. Provide a minimum of two ground rods in opposite corners in manholes and vaults, one ground rod in pullboxes. Ground rod shall extend 6-inches above the floor line. Where rock bottom is encountered, bury ground rod in horizontal trench with projection into precast structure. Seal off openings around ground rods.
- 3.3.2 Ground permanently and effectively together all metal equipment cases, metallic, cable racks, ladders, etc., with #4 bare copper bonding conductor. Provide UL compression bonding fittings at each ground connection.

END OF SECTION

3

PART 1 - GENERAL

1.1 SCOPE

1.1.1 Work Included: All labor, materials, appliances, tools, equipment necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete, as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1.1.1.1 Examine all other specification sections and drawings for related work required to be included as work under this section.

1.1.1.2 General provisions and requirements for electrical work.

1.2 SUBMITTALS (ADDITIONAL REQUIREMENTS)

1.2.1 Provide manufacturers catalog data for panels, cabinets and circuit breakers.

1.2.2 Provide shop drawing showing panel circuit arrangements, size, voltage, ampacity, over current protective devices, etc.

1.2.3 Provide nameplate engraving schedule.

1.2.4 Short Circuit, Coordination, and ARC-Flash

1.2.4.1 Perform and submit engineered settings for each equipment location, fuse and adjustable circuit breaker device, showing the correct time and settings to provide the selective coordination within the limits of the specified equipment, per the latest applicable standards of IEEE and ANSI. Provide electrical system short circuit fault analysis, both 3-phase line-to-line and 1-phase line-to-ground calculations as part of the coordination analysis recommendations. Provide Electric ARC-FLASH calculations as part of the coordination analysis recommendations.

1.2.4.2 The information shall be submitted in both tabular form and on time current log-log graph paper, with an engineering narrative. Written narrative describing data, assumptions, analysis of results and prioritized recommendations, six (6) copies.

1.2.4.3 The goal is to minimize an unexpected but necessary electrical system outage and personnel exposure to the smallest extent possible within the fault occurrence location, using the specified contract equipment. Shall comply with, but not limited to:

1.2.4.3.1 IEEE-242, Recommended Practices for Protection and Coordination of Industrial and Commercial Distribution.

1.2.4.3.2 IEEE-399, Recommended Practice for Industrial and Commercial Power System Analysis.

1.2.4.3.3 IEEE-1584, Guide to Performing ARC-Flash Hazard Study.

1.2.4.3.4 CEC/NEC

1.2.4.4 Electrical equipment including switchgear, switchboards, electrical panels, and control panels, transformers, disconnects, etc., shall each be labeled by the manufacturer with "Electrical-ARC-Flash" warning signs. The signs shall explain a hazard to personnel may exist if the equipment is worked on while energized or operated by personnel, to wear the correct protective equipment/clothing (PPE) when working "Live", or operating "Live" equipment and circuits.

1.3 SEISMIC EARTHQUAKE AND WIND LOADING WITHSTAND, TESTING AND CERTIFICATION (ADDITIONAL REQUIREMENTS)

1.3.1 General

1.3.1.1 The complete panels and terminal cabinets assemblies; including circuit protection devices, meter, housings/enclosures, accessories, supports/anchors etc., shall be designed, manufactured and tested.

1.3.1.1.1 Wind loading all outdoor equipment locations.

1.3.1.1.2 Earthquake seismic zone-4 and CBC/IBC Seismic withstand, all indoor and all outdoor equipment locations.

1.3.1.2 Shall withstand, survive and maintain continuous non-interrupted energized operation during the seismic event occurrences and wind event occurrences. Continued normal energized operation after the wind event and seismic event occurrences have abated.

1.3.1.3 Shall include demonstrations of successful operation and run test after completion of seismic event shake-table simulation. Acceptance test seismic qualification shall employ triple axis shake-table simulation of the Required Response Spectrum (RRS) seismic event motion, certified and approved by the AHJ.

1.3.1.4 Provide three (3) dimensional finite element analysis demonstrating anchorage and operational withstand of wind loading not less than as follows and as required by AHJ:

1.3.1.4.1 100MPH-West coast states USA and Hawaii.

1.3.1.4.2 150MPH-East Coast States USA, Gulf Coast States USA and Alaska State.

1.3.1.4.3 90MPH all other USA locations.

1.3.1.5 Seismic test shall be performed by a third party independent test laboratory. Wind analysis and seismic Testing and reports shall be certified, signed and "stamped" by PE Professional Engineer licensed and in good standing in the State, Civil Engineer or Structural Engineer.

PART 2 - PRODUCTS

2.1 PANELBOARDS AND DISTRIBUTION PANELS

2.1.1 Shall be flush or surface mounting as indicated with group-mount circuit protection devices as shown on panel schedule, hinged lockable doors, index cardholders and proper bussing.

2.1.1.1 Panelboards shall comply with the latest versions:

2.1.1.1.1 NEMA – PB1.

2.1.1.1.2 UL – 50 and 67.

2.1.1.1.3 CEC/NEC.

2.1.1.1.4 ASTM-B187.

2.1.1.2 Where indicated on the drawings shall be furnished with subfeed breakers and/or additional conductor lugs, split bussing, contactors, time switches, relays, etc., as required.

2.1.1.2.1 Branch circuit panels up through 42-circuits shall be single section, to accommodate all of the circuits and components.

2.1.1.2.2 Distribution panels shall be single section or multi-section, to accommodate all of the circuits and components.

2.1.1.3 Panels shall be “Service-Entrance” equipment rated when the panel main incoming supply feeder originates from one of the following:

2.1.1.3.1 Originates outdoors exterior of the building in which the respective panel is located.

2.1.1.3.2 Originates from an electrical supply source not located in the same building as the respective panel.

2.1.2 Housing and Painting, Panels and Terminal Cabinets

2.1.2.1 Shall be finished with one (1) coat of rust inhibitor zinc chromate and coat of primer sealer after a thorough cleaning.

2.1.2.2 Finish color paint as selected by OWNER’s Representative where exposed to public view (e.g., corridors, covered passages, offices, etc.). Prime coated panelboard shall be painted to match surroundings after installation in public areas.

2.1.2.3 Manufacturer’s standard color in electrical rooms/closets, janitor’s, HVAC and storage rooms.

2.1.2.4 Shall be fabricated of sheet steel of the following minimum gauges.

2.1.2.4.1 Full height hinged, locking door. Trim #12 gauge steel; enclosure - code gauge steel.

2.1.2.5 NEMA-1 Metal Housing, for indoor locations.

2.1.2.6 NEMA-3R Metal Housing, tamper resistant, for outdoor locations.

2.1.2.7 Furnish all panels and terminal cabinets with the manufacturers flush locks and keys except where indicated otherwise herein. Keys and locks shall be interchangeable for all panels. Provide two (2) latches and two (2) locks for door heights exceeding 36-inches.

2.1.2.8 Fasten the trim to panel and terminal cabinets by means of concealed, bolted or screwed fasteners accessible only when the door is open.

2.1.3 Panels 208/120 volt, 3-phase, 4-wire, S/N or 120/240 volt, single phase, 3-wire, S/N.

Branch circuit panel as manufactured by:

2.1.3.1 Cutler Hammer "Pow-R-Line 1 or 2" Series

2.1.3.2 General Electric....."A" Series

2.1.3.3 Square D "NF/NQ" Series

2.1.3.4 Siemens "P1/P2" Series

2.1.4 Branch circuit panels for 480/277 volt, three phase, 4 wire, S/N.

Panelboard as manufactured by:

2.1.4.1 Cutler Hammer "Pow-R-Line 2" Series

2.1.4.2 General Electric....."A" Series

2.1.4.3 Square D "NF" Series

2.1.4.4 Siemens "P1/P2" Series

2.1.5 Distribution panels as manufactured by:

2.1.5.1 Cutler Hammer "Power-R-Line 3 or 4" Series

2.1.5.2 General Electric "Spectra" Series

2.1.5.3 Square D "I-Line" Series

2.1.5.4 Siemens "P4/P5" Series

2.1.6 Top and bottom gutter space shall not be less than 6-inches high. Provide 6-inches additional gutter space in all panels where double lugs are required, or

where cable ampere size exceeds bus ampere size. Provide 12-inches additional gutter space in all panels for aluminum feeders where used.2.1.7 Panel dimensions.

2.1.7.1 Panels with buss sizes 50 ampere through 400 ampere

2.1.7.1.1 Shall be 20-inches wide. Surface or flush mounting as indicated.

2.1.7.1.2 Recess mounted type shall have a 20-inches wide (maximum) recess metal enclosure with overlapping edge trim plate cover extending 1-inch on all sides of enclosure.

2.1.7.1.3 Depth shall be 5.75-inches nominal. Height of panel as required for devices.

2.1.7.2 Panels with buss sizes greater than 400 ampere

2.1.7.2.1 Narrow panels 24-inches (maximum) wide by 6.5-inches (maximum) deep units. Wide panels 25-inches to 44-inches (maximum) wide by 8-inches to 15-inches (maximum) deep units. Nominal 90-inch panel height.

2.1.7.2.2 The wider units shall be used only at locations where the narrow unit is not available with the quantity or size of large-ampere frame branch/subfeed circuit protective devices shown on the panel schedules or where the main breaker size exceeds the narrow panel maximum.

2.1.7.2.3 Distribution panels shall be floor standing and also supported from behind the panels at walls.

2.1.8 Distribution panels and branch circuit panels maximum load rating

2.1.8.1 Panelboards and Distribution Panels exceeding 800 ampere load rating shall not be permitted.

2.1.8.2 Provide Distribution Switchboards instead of Distribution Panels for bus load and circuit load ratings exceeding 800 ampere.

2.1.9 Panel Auxiliary Cabinets

2.1.9.1 Panelboards shown on the drawings with relays, time clocks or other control devices shall have a separate auxiliary metal barriered compartment mounted above panel.

2.1.9.2 Panelboards with circuits controlled by low voltage remote control relays shall be provided with separate auxiliary cabinets to contain the relays, adjacent to the panelboard.

2.1.9.3 Provide auxiliary cabinets with separate hinged locking door to match panelboard.

- 2.1.9.4 Provide mounting subbase in cabinet for control devices and wiring terminal strips.
- 2.1.10 Panels shall have a circuit index cardholder removable type, with clear plastic cover. Index card shall have circuit numbers imprinted to match circuit breaker numbers.
 - 2.1.10.1 The panel identification nameplate shall describe the respective panel name and voltage, corresponding to the contract documents.
 - 2.1.10.2 The electrical power source, name and location of each panel supply-feeder and supply equipment name shall also be identified and described on the respective panel nameplate.
- 2.1.11 TVSS - Transient Voltage Surge Suppressor
 - 2.1.11.1 Provide each of the following branch circuit panel and distribution panel types with a TVSS and RF filtering:
 - 2.1.11.1.1 1208/120 volt - single phase and/or 3-phase.
 - 2.1.11.1.2 120/240 volt - single phase.
 - 2.1.11.1.3 3480/277 volt - single phase and/or 3-phase.
 - 2.1.11.1.4 All distribution panels.
 - 2.1.11.2 The TVSS shall be installed inside the respective panel housing and shall be factory connected to each main phase, ground and neutral bus inside the panel.
 - 2.1.11.3 The TVSS monitor/annunciator indicators shall be visible only when the panel access door is in the open position.
 - 2.1.11.4 Provide a 20 ampere 3-pole (2-pole for 1-phase panels) branch circuit protection device in each panel for TVSS connection.
 - 2.1.11.5 The TVSS device and panel shall be UL labeled and listed for combined use. See related specification sections for additional TVSS requirements.
- 2.1.12 Seismic Earthquake and wind loading withstand, testing and certification (ADDITIONAL REQUIREMENTS)
 - 2.1.12.1 The complete panel/panelboard assembly; including circuit protection devices, housings/enclosures, accessories, supports/anchors etc., shall be designed, manufactured and tested for wind loading and earthquake seismic zone-4 withstand.
 - 2.1.12.2 Shall withstand, survive and maintain continuous non-interrupted energized operation (running) during the seismic event occurrences.

Continued normal energized operation after the wind event and seismic event occurrences have abated.

2.1.12.3 Shall include demonstrations of successful operation and run test after completion of seismic event shake-table simulation.

2.1.12.4 Provide three (3) dimensional finite element analysis demonstrating anchorage and operational withstand of wind loading as follows:

2.1.12.4.1 100MPH-West coast states USA and Hawaii.

2.1.12.4.2 150MPH-East coast states USA, Gulf coast states USA and Alaska state.

2.1.12.4.3 90MPH-all other USA locations.

2.1.12.5 Acceptance test seismic qualification of proposed panels and panelboards shall employ triple axis shake-table simulation of the Required Response Spectrum (RRS) seismic event motion, certified and approved by the AHJ.

2.1.12.6 Seismic test shall be performed by a third party independent test laboratory. Wind analysis and seismic Testing and reports shall be certified, signed and "stamped" by PE Professional Engineer licensed and in good standing in the State, Civil Engineer or Structural Engineer.

2.2 Short Circuit Rating

2.2.1 Circuit protective devices and bussing as indicated on the drawings. All devices and bussing shall have a short circuit fault withstand and interrupting capacity not less than the maximum available fault current at the panel and as indicated on the drawings, plus a 25% additional capacity (safety margin). However, in no case shall the short circuit fault interrupting and withstand capacity be less than the following symmetrical short circuit.

<u>C/B and/or Bus Rating</u>	<u>Circuit Voltage</u>	<u>Short Circuit Amp.</u>
2.2.1.1 400A and less	240V and below	10,000A
2.2.1.2 400A and less	over 240V and below 600V	14,000A
2.2.1.3 Over 400A & 800A & below	240V and below	42,000A
2.2.1.4 Over 400A and 800A and below	over 240V and below 600V	30,000A

2.2.2 Panel short circuit fault rating

2.2.2.1 General

2.2.2.1.1 Provide a "fully rated" for short circuit fault interrupt and full load ampere main circuit breaker in each branch circuit panel

and/or each distribution panel. Provide the main circuit breaker whether or not a main circuit breaker is shown otherwise on the drawings, schedules or diagrams. The “utility-source” plus the “motor-load” transient contributions shall be used to establish the available fault duty values, unless indicated otherwise on the drawings.

2.2.2.1.2 The panel main circuit breaker full load ampere capacity rating shall equal the respective panel main bus ampere rating.

2.2.2.1.3 The panel assembly, buss and circuit protection devices bolted fault short circuit withstand and bolted fault short circuit interrupt ratings shall not be less than 125% greater (including a 25% safety margin) than the available utility-source symmetrical and asymmetrical bolted fault short circuit current when “series combined rated” with the panel main circuit breaker.

2.2.2.1.4 The main circuit breaker rated “bolted-fault” short circuit fault interrupt and withstand short circuit rating shall not be less than 125% (including a 25% safety margin) of the upstream main service entrance “bolted-fault” available (symmetrical and asymmetrical) short circuit current.

2.2.2.2 Distribution Panelboards

2.2.2.2.1 Distribution panel, main circuit breaker, all feeder circuit breakers, and all branch circuit breakers shall be “fully-rated” (plus safety margin) for the available bolted fault short circuit current (including safety margin).

2.2.2.2.2 Shall provide time/current-tripping coordination with downstream equipment and upstream equipment.

2.2.2.3 Non-emergency branch circuit panelboards 400 ampere buss and smaller; Non-emergency branch circuit panelboards 400 ampere trip main circuit breaker and smaller.

2.2.2.3.1 The branch circuit panel main circuit breaker shall be “fully-rated” (plus safety margin) Current Limiting Circuit Breaker type (CLCB). Shall provide time/current- tripping coordination with upstream equipment.

2.2.2.3.2 The branch circuit panel main circuit breaker shall be “series-rated” with the panel downstream branch circuit devices and panel bussing. “The series-rating” shall provide short circuit bolted fault current withstand protection and short circuit bolted fault interrupt rating protection during a downstream 3-phase line-to-line and/or single-phase line-to-ground short circuit bolted faults.

2.2.2.3.3 Typical for branch circuit panelboards connected to normal-power (non-emergency) power circuits.

2.2.2.4 Emergency branch circuit panelboards 400-ampere bus and smaller; Emergency branch circuit panelboards 400-ampere trip main circuit breaker and smaller.

2.2.2.4.1 The branch circuit panel main circuit breaker shall be short circuit bolted fault "fully-rated" (plus safety margin) non-Current Limiting circuit breaker type (non-CLCB).

2.2.2.4.2 The panel bussing shall also be short circuit bolted fault "fully-rated".

2.2.2.4.3 All of the branch circuit panel, branch circuit breakers shall be "fully-rated" non-fused Current Limiting Circuit Breaker Type (CLCB). Shall provide short circuit bolted fault interrupt rating. Coordinated time/current and instantaneous tripping with the upstream circuit protection devices.

2.2.2.4.4 Typical for branch circuit panelboards connected to emergency power circuits.

2.3 PANEL CIRCUIT BREAKERS, CIRCUIT PROTECTION DEVICES

2.3.1 Circuit Breakers General, for Distribution Panels and Panelboards

2.3.1.1 NEMA-AB1 and AB3, comply with latest revision.

2.3.1.2 UL-1087, UL-489 and IEC-60.947.2 rated devices, comply with latest revision.

2.3.1.3 5Hz AC closing and 3Hz AC trip and clear.

2.3.1.4 Main circuit breakers for distribution panels exceeding 400 ampere and larger;

2.3.1.4.1 Shall be Insulated Case Circuit Breaker type ICCB.

2.3.1.5 Main circuit breakers for branch circuit panelboards 400 ampere buss and smaller;

2.3.1.5.1 Shall be Current Limiting Circuit Breaker type-CLCB for non-emergency panelboards.

2.3.1.5.2 Shall be Molded Case Circuit Breaker type-MCCB for emergency panelboards.

2.3.1.6 Branch circuit breakers and feeder circuit breakers smaller than 100-ampere trip shall be

2.3.1.6.1 Molded Case Circuit Breakers type-MCCB for non-emergency circuits.

2.3.1.6.2 Current Limiting Circuit Breakers type-CLCB for emergency circuits.

2.3.1.7 All circuit breakers 100 ampere and larger trip shall employ sensors and solid state digital electronic automatic trip system. Short-time and long-time Time/current curve shaping field adjustable functions and adjustable instantaneous trip. Typical for Molded Case Circuit Breaker type-MCCB, Insulated Case Circuit Breaker type-ICCB and Current Limiting Circuit Breaker type-CLCB.

2.3.1.8 Refer to Specification Section 262410 for additional circuit breaker requirements.

2.3.2 Manufacturer

2.3.2.1 Circuit breakers as manufactured by the following companies only are acceptable:

2.3.2.1.1 Cutler Hammer

2.3.2.1.2 General Electric Co.

2.3.2.1.3 Square D Co.

2.3.2.1.4 Siemens

2.3.3 Configuration

2.3.3.1 Circuit breakers shall be arranged in the panels so that the breakers of the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings.

2.3.3.2 Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs, which can readily be changed from front of panel, will not be accepted. Circuit number tabs shall not be attached to or be a part of the breaker.

2.3.3.3 Panelboard circuit protection devices shall be bolt on type for connection to panel bus. Removable and installable without disturbing adjacent devices.

2.3.3.4 Provide conductor wire terminations (lugs) on each circuit protection device for incoming main feeder, branch circuits and outgoing feeder circuits. Dual rated copper/aluminum and compatible with the respective conductor size, type and quantity.

- 2.3.3.5 Where two pole or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.
- 2.3.3.6 Branch circuit panels shall be field convertible for bottom entry main incoming feeder or top entry main incoming feeder.
- 2.3.3.7 Each panel section, the feeder and branch circuit protection devices (3-phase and/or 1-phase) shall be "twin-mount", side-by-side double row construction for the following circuit sizes:
 - 2.3.3.7.1 480/277 volt, 60-ampere circuit size and smaller.
 - 2.3.3.7.2 240 volt – 208/120 volt, 100 ampere circuit size and smaller.
- 2.3.4 Lock-Off and Lock-On
 - 2.3.4.1 All circuit breakers shall be pad-lockable in the "off" position.
 - 2.3.4.2 Where branch circuit breakers supply the power to motors and signal systems, the breakers shall also be furnished with lockout clips, mounted in the "on" position. The breakers shall be able to trip automatically with lockout clips in place.
 - 2.3.4.3 Provide lock-on clips on branch circuit breakers supplying fire alarm equipment and fire alarm panels. Provide identification of the dedicated "fire alarm" circuit function and operation. Color-code the circuit breakers to comply with AHJ requirements.
 - 2.3.4.4 Locking facilities shall be riveted or mechanically attached to the circuit breaker (submit sample for approval). Other means of attachment shall not be accepted without prior written approval of the OWNER's Representative.
- 2.3.5 Switch and Fuse Feeder Protective Devices for Distribution Panels
 - 2.3.5.1 Locations where the drawings show distribution panels employing switch-fuse circuit protection devices.
 - 2.3.5.2 Fusible Switches: Quick-make, quick-break type with rejection clips for use with Class "R" fuses current limiting fuses (CLF). Switches with ratings up to and including 100 ampere at 240 volts shall be twins mounted. Switches rated through 60 ampere and 480 volts shall be twins mounted. Provisions for padlocking in the "on" and/or "off" positions. Switches shall be removable from front of panel without disturbing adjacent units or panel bus structure.
 - 2.3.5.3 Fuses shall be time delay current limiting types, UL Class RK-1 unless otherwise indicated on the drawings. Provide one spare set of fuses of each size and type in each Distribution Panel.

2.3.5.4 Provide auxiliary contact on switch for remote status (on-off) signaling and monitoring. Provide conductor lugs to accept conductor temperature rating, sizes and quantities shown on drawings.

2.3.5.5 Switch and fuse devices shall be permitted only in distribution panels and only where specifically indicated on the drawings for feeders.

2.4 PANEL BUSSING

2.4.1 Bus Material

2.4.1.1 Bussing shall be rectangular cross section tin-plated copper or alternately silver or tin-plated aluminum.

2.4.1.2 Bussing shall be non-tapped, full length of the enclosure.

2.4.2 Ground Bus

2.4.2.1 Each panel shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

2.4.3 Provisions

2.4.3.1 Provide space and all hardware and bus mounting attachments for future devices as indicated on the drawings.

2.4.4 Neutral Bus

2.4.4.1 The ampere rating of the neutral bus of panels and distribution panels shall be a minimum of 100 percent greater ampere capacity than the ampere rating of the corresponding phase bus, where the panel is indicated to be provided with an "oversize-neutral" or "200%" neutral on the drawings.

2.5 TERMINAL and AUXILIARY CABINETS

2.5.1 Cabinets

2.5.1.1 Fabricated of code gauge sheet steel for flush mounting (except where noted as surface) of size indicated on the drawings, and complete with hinged lockable doors, provide the quantity of 2-way Feed through conductor terminals required for termination of all conductors, plus 15% spares of each type.

2.5.1.2 Cabinet locks to operate from same key used for panelboards. The trim to cabinets shall be fastened by means of concealed bolted or screwed fasteners accessible behind door into cabinets. All cabinets shall have 5/8-inch plywood backing, finished with fireproof intumescent primer and finish coat paint. Provide equipment ground bus in each cabinet.

- 2.5.1.3 Cabinets shall be finished with one coat of zinc chromate and one coat of primer sealer after a thorough cleaning. Where exposed to public view (e.g., corridors, covered passages, offices, etc.) finish color paint to match surrounding and manufacture's standard gray color in switchboard, janitors, heater and storage rooms.
- 2.5.1.4 Provide grounded metal barriers inside cabinet to isolate and separate line voltage and low voltage from each other inside the cabinet.
- 2.5.2 Cabinet dimensions.
 - 2.5.2.1 Unless indicated otherwise on drawings.
 - 2.5.2.1.1 Shall be 20-inches wide. Surface or flush mounting as indicated.
 - 2.5.2.1.2 Recess mounted type shall have a 20-inches wide (maximum) recess metal enclosure with overlapping edge trim plate cover extending 1-inch on all sides of enclosure.
 - 2.5.2.2 Depth shall be 5.75-inches nominal. Height of cabinet as required for devices, plus 25% spare unused interior space for future use, but not less than 36-inches high.
- 2.5.3 Terminals
 - 2.5.3.1 Non-digital analog circuits; line and low voltage modular signal systems, 15 ampere dual row with isolation barriers, screw-down terminals insulated strips, heavy duty.
 - 2.5.3.1.1 As manufactured by: Molex, or ITT-Cannon, or General Electric.
 - 2.5.3.2 Digital circuits; low voltage signal systems, ANSI/EIA/TIA Category-6, 110-Block or 66-Block gas-tight punch down style, heavy duty.
 - 2.5.3.2.1 As manufactured by: Leviton, or Ortronics, or AMP.
- 2.5.4 Identification (additional requirements)
 - 2.5.4.1 Provide engraved nameplate on each cabinet indicating its designation and system (i.e., "Life Safety System - Panel 2LS", etc.).
 - 2.5.4.2 Identify each terminal landing with unique circuit number and provide corresponding alphanumeric text-index card inside panel access door.

PART 3 - EXECUTION

3.1 MOUNTING

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3.1.1 Flush mounted panelboards and terminal cabinets shall be securely fastened to at least two (2) studs or structural members. Trim shall be flush with finished surface.

3.1.1.1 Panels and cabinets installed flush (recess or semi-recess) into fire rated or smoke rated walls. The wall recess shall be fully wrapped inside the recess with fire/smoke rated materials. The wrap-materials shall provide the same fire and/or smoke protection rating as the respective wall.

3.1.2 Surface mounted panels and terminal cabinets shall be secured to walls by means of preformed galvanized steel channels securely fastened to at least two (2) studs or structural members.

3.1.3 Panelboards and terminal cabinets shall be installed to insure the top circuit protective device (including top compartment control devices) are not more than 6-feet-6-inches above finish floor in front of the panel and the bottom device is a minimum of 12-inches above the floor. Manufacturer shall specifically indicate on shop drawing submittals each panel where these conditions can not be met.

3.2 IDENTIFICATION (ADDITIONAL REQUIREMENTS)

3.2.1 Provide a red and white Bakelite nameplate with ½-inch high letters in each 277/480 volt panel fastened to face of dead-front plate, to read: "DANGER 480 (or as applicable) VOLTS KEEP OUT AUTHORIZED PERSONNEL ONLY".

3.2.2 Manufacturer shall stencil the panel/cabinet number identification on the inside of door to correspond with the designation on the drawings.

3.2.3 Identification plates and numbers shall be attached with screws or twist lock fasteners. Adhesive attachment of any kind shall not be used.

3.3 SPARE CONDUITS (ADDITIONAL REQUIREMENTS)

Provide three (3) 1-inch conduit only stubs from each panel and terminal cabinet into accessible ceiling space. Where floor level below panel or terminal cabinet is accessible, also provide an additional three (3) 1-inch conduit only stubs into accessible floor space.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

- 1.1 SECTION INCLUDES: Description of requirements for materials, fabrications and installation of Curbs, Gutters and Walks and accessory items as shown on drawings and necessary to complete the Concrete Work. Work to include but not be limited to the following:
 - 1.1.1 Examine all other sections for work related to those sections which are required to be included as work of this Section.
 - 1.1.2 Concrete curbs, gutters, walks and concrete pavements.
- 1.2 RELATED WORK IN OTHER SECTIONS:
 - 1.2.1 Section 321723 – Pavement Markings.
- 1.3 SUBMITTALS: Refer to Section 013300 for procedures.
 - 1.3.1 Provide manufacturer's product data for all materials used and printed recommendations for installation.
 - 1.3.2 Submit all shop drawings as requested by Architect for review and approval, to verify conformance with applicable codes and agencies having jurisdiction.
- 1.4 QUALITY ASSURANCE:
 - 1.4.1 Regulatory Requirements: Comply with applicable portions of codes and regulations of governmental agencies having jurisdiction.
 - 1.4.2 Qualifications: Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the specified requirements and methods to perform and complete the scope of work under Contract.
 - 1.4.3 Protection: Provide all necessary barricades or temporary fencing necessary to protect public and finished work from injury or damage until work is complete.

PART 2 – PRODUCTS AND EXECUTION:

- 2.1 MATERIAL AND WORKMANSHIP: Conform to the applicable sections of "Standard Specifications for Public Works Construction", latest Edition, and all errata and addenda thereto except where noted otherwise in this Section.
- 2.2 WORK PROCEDURES:
 - 2.2.1 Pay for all city permits in connection with this work.

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- 2.2.2 The local building department will inspect and approve all concrete work within the street right of ways.
- 2.3 COLOR AS APPROVED BY: Architect.
- 2.4 FINISH:
 - 2.4.1 See Paragraph 3.11.2 for ramps and walk finish.
 - 2.4.2 Gutters: Light broom finish with 3-inch wide steel trowel finish at flow lines.
 - 2.4.3 Curbs: Steel trowel finish.
 - 2.4.4 Stair treads and landings: Medium broom finish.
 - 2.4.5 On-Site Drive Aprons: Heavy broom finish.
 - 2.4.6 Curbs adjacent to accessible parking stalls shall be painted blue.
 - 2.4.7 A 2-inch wide line shall be painted with 70 percent contrast epoxy paint, as selected by Architect, with grits adjacent to the nose of all stair treads and shall extend the entire width of each tread.
- 2.5 CRACKING:
 - 2.5.1 Any portion of concrete pavement which develops cracks shall be removed to the nearest joint and replaced. Replaced portions shall match adjacent concrete in texture color and elevation.
- 2.6 EXPANSION JOINT FILLER:
 - 2.6.1 Premolded Joint Filler: Premolded joint filler shall consist of premolded strips of a durable resilient material, and shall be one of the following:
 - 2.6.1.1 Preformed Expansion Joint Filler (Bituminous) ASTM D 994
 - 2.6.1.2 Nonextruding and Resilient Filler (Bituminous) ASTM D 1751
 - 2.6.1.3 Nonextruding and Resilient Filler (Non-bituminous) ASTM D 1752

PART 3 – EXECUTION:

- 3.1 PREPARATION:
 - 3.1.1 Base Course: Sub-grade shall be prepared in accordance with Section 312200 Earthwork.
- 3.2 INSTALLATION:
 - 3.2.1 Formwork:

- 3.2.1.1 Stake rigidly at 4 feet on centers and secure against displacement. Formwork shall not deviate more than 1/2-inch from required vertical positions and 1 inch from required horizontal positions.
- 3.2.1.2 Carefully set forms to alignment, grade, and required dimensions. Hold forms rigidly in place by stakes, clamps, spreaders, and braces where required to insure rigidity.
- 3.2.1.3 Apply form release to form lumber in accordance with manufacturer's recommendations.
- 3.2.1.4 Place joint filler on vertical surfaces in contact with concrete paving.
- 3.2.2 REINFORCEMENT: Upon completion of base course and formwork, install reinforcement where shown on the Contract Drawings.
 - 3.2.2.1 Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 - 3.2.2.2 Position, support, and secure reinforcement against displacement by concrete placement operations.
 - 3.2.2.3 Place reinforcement to obtain the required coverage for concrete protection.
 - 3.2.2.4 All slabs and concrete walkways shall conform to the guidelines and recommendations of the American Concrete Institute for reinforcement of cast-in-place concrete slabs. Care shall be taken to place the reinforcement mid-height in the slab.
- 3.3 QUALITY ASSURANCE:
 - 3.3.1 All work shall be installed by a Licensed Contractor who shall provide a foreman or supervisor who has experience with and knowledge of concrete processes.

The Contractor shall provide a jobsite surface finish sample (100 square feet or 9.3 square meters minimum) to be approved by the Architect prior to the start of the construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the Architect. The cost for the construction and protection of the referee sample shall be borne by the Contractor and shall be part of the Contractor's bid.
- 3.4 CONCRETE MIX DESIGN:
 - 3.4.1 For new construction, concrete shall have a minimum compressive strength as follows:
 - 3.4.1.1 Concrete curbs, gutters, sidewalks, and driveway aprons: 3000 psi, concrete type 520-C-2500 in accordance with latest "Greenbook" specifications
 - 3.4.1.2 Concrete cross gutters, ribbon or valley gutters, trash enclosure slabs, and any pavement not otherwise specified: 3500 psi, concrete type 560-C-3250 in accordance with latest "Greenbook" specifications

3.4.1.3 Storm drain catch basins and manholes: 4000 psi, concrete type 560-C-3250 in accordance with latest "Greenbook" specifications

3.4.2 Portland cement shall conform to ASTM C150 Type II. Aggregates shall conform to ASTM C33. Mixing water shall be fresh, clean and potable. No admixtures containing calcium chloride shall be permitted.

3.5 OFF-SITE CONCRETE WORK

3.5.1 Concrete driveway aprons, street sidewalks, curbs, gutters, etc., indicated to be constructed outside of property lines shall conform to the standards and specifications of the public agency having jurisdiction and shall be subject to inspection by their representative. Obtain and pay for necessary permits. The Owner will pay for inspection fees.

3.6 CURING FOR NEW CONSTRUCTION:

3.6.1 All slabs shall be cured properly using conventional five (5) day water cures or using membrane-forming curing agents.

3.7 INSTALLATION PROCEDURES:

3.7.1 For new construction, concrete shall be installed in accordance with the standards and specifications of the American Concrete Institute (ACI).

3.7.1.1 Concrete shall be tested in accordance with ASTM F1869-98 and/or ASTM E1970-97.

3.7.1.2 Concrete shall have a pH level between 7-9.

3.7.1.3 Construction joints shall be transferred through the finished surface by tooling them into the finished surface. Construction joints may be filled using a semi-rigid elastomeric material in accordance with manufacturer's recommendations.

3.8 PROTECTION AND MAINTENANCE:

3.8.1 Newly completed surfaces shall be protected.

3.9 APPLICATION:

3.9.1 Concrete:

3.9.1.1 Mixing: Transit mix the concrete in accordance with provisions of ASTM C94.

3.9.1.2 Conveying and Placing: Place concrete in accordance with pertinent recommendations contained in ACI 304 and with the following:

3.9.1.2.1 Deposit concrete continuously in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or places of weakness within the section.

3.9.1.2.2 Deposit and consolidate concrete in a continuous operation within the limits of construction joints until the placing of a panel or section is completed.

3.9.1.2.2.1 Bring surfaces to the correct level with a straight-edge, and then strike off.

3.9.1.2.2.2 Use bullfloats or derbies to smooth the surface, leaving it free from bumps and hollows.

3.9.1.2.3 Do not sprinkle water on the plastic surface. Do not disturb the surfaces prior to start of finishing operations.

3.9.1.2.4 Do not use concrete which has become non-plastic and unworkable, which does not meet required quality control limits, or which has been contaminated by foreign materials.

3.10 CONTROL JOINTS / WEAKENED PLANE JOINTS:

3.10.1 Tops of joints shall be installed flush with the concrete surface. Depth of joint shall be a minimum of 1/4 the thickness of slab. Use control joints/weakened plane joints on curbs, curbs and gutters, ribbon or valley gutters, and cross gutters at maximum intervals of 10 feet on center. Sawed joints may be used in lieu of the above upon Architect's written approval providing they are at least 1-1/2 inch deep.

3.11 FINISHES:

3.11.1 Paved areas between buildings will consist of various different finishes such as medium and heavy broom, steel trowel exposed aggregate and rock salt. See architectural drawings for specific type of finish for these areas including colored concrete.

3.11.2 Walks, Pavements, Ramps: Unless otherwise noted, medium broom finish perpendicular to longitudinal direction of walks, and at exterior ramps heavy broom finish.

3.11.2.1 Slopes Less Than 6 percent: Surfaces with a slope of less than 6 percent gradient shall be at least as slip-resistant as that described for medium broom finish, perpendicular to the direction of travel.

3.11.2.2 Slopes 6 percent or Greater: Surfaces with a slope of 6 percent gradient or greater shall be slip-resistant, equivalent to a heavy broom finish.

3.11.3 Gutters: Light broom finish with 3 inch wide steel trowel finish at flowlines.

3.11.4 Concrete mow strips or headers: Medium broom finish.

3.12 CURING:

3.12.1 Comply with California Building Code, Title 24, Section 1905A.11, Part 2.

- 3.12.1.1 Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- 3.12.2 Curing Methods: Perform curing of concrete by curing as herein specified.
 - 3.12.2.1 Provide moisture-curing by the following methods:
 - 3.12.2.1.1 Keep concrete surface continuously wet by covering with water.
 - 3.12.2.1.2 Continuous water-fog spray.
 - 3.12.2.1.3 Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4 inch lap over adjacent absorptive covers.
 - 3.12.2.2 Provide curing and sealing compound to exposed exterior slabs, walks, and curbs, as follows:
 - 3.12.2.2.1 Applied specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Re-coat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - 3.12.2.2.2 Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid, floor hardener, waterproofing, damp-proofing, membrane roofing, flooring (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to Architect.
 - 3.12.2.2.3 Concrete slabs and paving shall be properly cured and protected against damage and defacement of nature during construction operations. If weather is hot or surface has dried out, spray surface with fine mist of water starting not later than 2 hours after final troweling. Surface of finish shall be kept continuously wet for at least 10 days. Wetting is considered emergency work and shall be performed on weekends and holidays, if necessary.
- 3.12.3 In lieu of water curing, within 24 hours after finishing, the concrete may be cured with a clear liquid curing compound such as "Sealtight No. 1100 Clear" by W.R. Meadows or equal applied in accordance with manufacturer's recommendations.

3.13 FIELD QUALITY CONTROL:

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- 3.13.1 Flood Tests: Concrete gutters and concrete pavement shall be given a flood test in the presence of the Inspector. Concrete work where water ponds and does not run off in a reasonable amount of time, shall be removed to the nearest score or joint line and replaced to provide proper drainage. Use a water hose to flood test concrete areas. If water stands 1/8 inches in height or more, then remove the section of concrete from concrete joint to concrete joint.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

- 1.1 SECTION INCLUDES: Description of requirements for materials, fabrications and installation of concrete parking bumpers and accessory items as shown on drawings and necessary to the Work, as follows:
 - 1.1.1 All applicable requirements of CBC.
 - 1.1.2 Examine all other sections for work-related to those sections which are required to be included in this section.
 - 1.1.3 Provide parking bumpers.
 - 1.1.4 Anchorage for parking bumpers.
- 1.2 RELATED SECTIONS:
 - 1.2.1 Section 321723 – Pavement Markings.

PART 2 – PRODUCTS

- 2.1 GENERAL: Where two (2) or more identical articles or pieces of equipment are required, provide products of same manufacturer. If specified models are discontinued, furnish updated model as no additional cost.
- 2.2 MATERIALS:
 - 2.2.1 Parking Bumpers: Pre-cast 3,000 psi steel reinforced concrete of dimensions shown on the drawings and indicated on approved shop drawings. Minimum bumper size shall be 6 inches wide by 5 foot long by 6 inches high.

PART 3 – EXECUTION

- 3.1 Install bumpers in the indicated locations. All surfaces to be smooth and un-chipped. Secure bumpers with $\frac{3}{4}$ inch diameter anchor pins at each end, driven to 12 inches minimum penetration through the finish surface and into sub-grade. Recess anchor pins and fill holes with cement grout and smoothly trowel to present a neat finished appearance. Secure bumpers on concrete surfaces with a minimum of 160 square inches coverage of mastic per bumper.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

- 1.1 SECTION INCLUDES: Description of requirements for materials and installation of Parking Striping, Signs and accessory items as shown on drawings and necessary to complete Parking Striping Work. Work to include but not be limited to administration and painting, signs:
 - 1.1.1 Examine all other sections for work-related to those sections which are required to be included as work or this Section.
 - 1.1.2 Providing parking stall divider lines.
 - 1.1.3 Provide pavement markings, curb marking, arrows, and lettering.
 - 1.1.4 Provide accessible and unauthorized accessible vehicle signs at accessible parking spaces and where noted.
 - 1.1.5 Provide "DO NOT ENTER", "ACCESSIBLE ROUTE", "NO PARKING TOW AWAY" signs and other sign as noted.
- 1.2 RELATED SECTIONS
 - ~~1.2.1 Section 321216 – Asphaltic Concrete Pavement (A/C Paving).~~
 - ~~1.2.2 Section 321823.43 – Cams and Courtlines.~~
 - 1.2.3 Section 055000 – Miscellaneous Metals.
 - 1.2.4 Section 099100 – Painting except as specified herein.
- 1.3 SUBMITTALS (REFER TO SECTION 013300 FOR PROCEDURES)
 - 1.3.1 Submit detailed shop drawings indicating sizes and layout of lines, markings and locations of signs.
- 1.4 REGULATORY REQUIREMENTS
 - 1.4.1 Comply with the applicable codes and regulations of governmental agencies having jurisdiction, including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this specification comply with the more stringent provisions.
 - 1.4.2 Comply with all requirements for accessibility in accordance with California Building Code with Title 24 CCR amendments, applicable sections of Chapter 11B.
 - 1.4.3 Pavement Markings: Painted lines and markings on pavement shall be 3 inches minimum wide in accordance with Section 2.2 Materials for Colors.

1.5 DELIVERY, STORAGE, AND HANDLING:

1.5.1 Delivery: Deliver materials to be used in the performance of the work of this Section in the manufacturer's original, unopened containers with the labels in the legible conditions. The Owner reserves the right to inspect the containers prior to their opening, to review the accompanying bills of lading, and to reject materials in opened containers.

1.5.2 Storage: Store all materials off-ground and, as required, under cover. Protect materials from adulteration by infiltration. Conform to the manufacturer's environmental requirements relative to storage and handling of materials.

1.6 PROJECT CONDITIONS: Perform the Work of this Section under environmental conditions no less stringent than those stipulated by the manufacturer s of the materials used. Take all precautions necessary to avoid and mitigate the effects of wind drift in the application of liquid materials. Do not apply marking paint when weather is foggy or rainy, or ambient or pavement temperatures are below 40 degrees F, nor when such conditions are anticipated during eight hours after application.

PART 2 – PRODUCTS

2.1 GENERAL: Provide products of same manufacturer. If specified models discontinued, furnish updated model at no additional cost.

2.2 MATERIALS:

2.2.1 Paint: Provide factory mixed, quick drying and nonbleeding epoxy modified acrylic latex paint, manufactured specifically for asphalt and concrete traffic surfaces in accordance with CARB rules in effect at the time of application. Provide minimum two (2) coats of paint.

2.2.1.1 Line and Arrow Markings: White traffic paint, Frazee No. 502, Dunn-Edwards W-801-6 or equal.

2.2.1.2 Symbol of Accessibility and Lettering: Blue traffic paint, Frazee No. 502, Dunn-Edwards W801-2 or equal. Color shall match No. 15090 in Federal Standard 595B as specified in Section 2-1720 of CCR Title 24 Regulations. Parking spaces for the accessibility shall be marked according to CBC Section 1129B.5. Tactile warning surface shall be in conformance to CBC Section 1133B.8.5. Painted lines and markings on pavement are recommended to be 3" wide minimum.

2.2.1.3 No Parking Zone Markings: Yellow traffic paint, Frazee No. 502, Dunn-Edwards W801.3 or equal.

2.2.1.4 No Parking Curb: Red traffic paint, Frazee No. 502, Dunn-Edwards W801-3 or equal.

2.2.2 Accessible Parking and Other Signs:

2.2.2.1 At Parking Spaces: Minimum 18 gauge steel sheet with reflectorized porcelain white beaded International Symbol of Accessibility on blue background, minimum 70 square inches.

2.2.2.2 At Entries to Parking Facilities: Minimum 18 gauge steel sheet with reflectorized porcelain white beaded text on blue background, not less than 17 inches by 22 inches with minimum 1-inch high lettering. Text to read as follows:

“Unauthorized vehicles Parked in designated accessible spaces not displaying distinguishing placards or license plates issued for persons with disabilities which are found parking in spaces designated for persons with disabilities will be towed away at Owner’s expense. Towed vehicles may be reclaimed at City of **Perris** 101 N D street, Perris, CA 92570 or by telephoning (951) - 940-6200.”

Verify and add to sign text, towing information and, if any, required references to local codes and laws.

2.2.2.3 Secure post-mounted signs to one-piece, capped galvanized steel pipe (conforming to ASTM A53 or A120, seamless, extra strong) with theft-proof fasteners and set in concrete footings, centered at interior end of parking space with bottom edge of sign a minimum of 80 inches above finished grade.

2.2.2.4 Secure wall-mounted signs to walls with theft-proof fasteners, centered at interior end of parking space with bottom edge of sign a minimum of 36 inches above finished grade.

2.2.2.5 Surface slopes of accessible parking spaces and access aisles shall be the minimum possible and shall not exceed 2% slope in any direction. CBC Section 1129 B.3, Item 4.

2.2.2.6 Loading & unloading access aisle shall be marked by a border painted blue. Within the blue border, hatched lines a maximum of 36" on center shall be painted a color contrasting with the parking surface, preferably blue or white CBC Figures 11B-18A through 11-B-18C.

2.3 EQUIPMENT: Pressurized, self contained spray machine capable of applying a straight line from 2-inches to 6 inches wide, with consistent coverage of a minimum of 150 square feet per gallon.

PART 3 – EXECUTION

3.1 LINE AND ARROW MARKINGS: Locate markings in accordance with approved shop drawings. Lay out markings using guide lines, templates and forms.

3.2 PREPARATION: Clean surfaces to be painted free from dirt, dust, sand, gravel, oil, and other foreign materials. Allow concrete to cure before painting as recommended by

manufacturer of marking paint. Perform striping when the weather conditions permit proper application, and in accordance with manufacturer's direction.

- 3.3 APPLICATION: Machine paint lines at a rate to cover not more than 100 sq ft. of surface per gallon of paint or as required to completely opaque (equivalent to approximately one gallon for 450 lineal feet of 3 inch wide strip). Apply minimum two (2) coats of paint.

3.3.1 Striping:

3.3.1.1 Provide uniform straight edges without overspray.

3.3.1.2 Uniform line width of 3 inches, unless otherwise noted on drawings

3.3.1.3 Provide hairpin stripe hatching between handicap parking stalls as Code required.

- 3.3.2 Accessible Symbol: Install accessible signs and pavement marking at each Accessible parking space. Apply 700 square inch international Accessible symbol of accessibility on pavement surface in accordance with Title 24 Section 2. Paint white symbol on blue background square color No. 15090 Federal Standard 595 B. Provide minimum two (2) coats of paint.

- 3.4 PROTECTION AND CLEAN-UP: Protect all adjacent work from damage during application procedures. Completely remove overspray and spills as soon as possible before curing and remove excess materials and waste from site.

END OF SECTION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

1.1 REFERENCES:

Requirements in Addenda, Conditions and Division 1 collectively apply to this work.

1.2 DESCRIPTION:

1.2.1 Principal Work Items are:

1.2.1.1 Painted lines, lettering, and symbols at parking areas.

1.2.1.2 Painted stripes at exterior stairs, to conform to Accessibility Requirements.

1.2.1.3 Painted lines, lettering, symbols at concrete areas.

1.2.2 Related Work Specified Elsewhere:

1.2.2.1 Section 321600 – Concrete Curbs, Gutters, Walks and Pavements

1.2.2.2 Section 099100 - Painting

1.3 SUBSTITUTIONS:

Only written approval of Architect will permit substitutions for materials specified.

1.4 QUALITY ASSURANCE:

1.4.1 Product Manufacturer: Company specializing in manufacturing traffic surface paint products with 10 years experience.

1.4.2 Applicator: Company specializing in commercial pavement painting with five (5) years experience.

1.4.3 Submit product data and symbol/letter styles under provisions of Section 013300.

1.4.4 Provide field samples for all lettering, symbols used for coating color, thickness of application, dimensioning, width of stroke and design.

1.5 JOB CONDITIONS:

1.5.1 Environmental Requirements: Paint only in dry weather, on dry clean surfaces, when temperature is above 50 degrees F.

1.5.2 Sequencing, Scheduling: Coordinate with paving and concrete work. Verify that paint type is compatible with asphalt paving surfaces and seal coats as well as concrete surfaces.

- 1.5.3 Protection: Do not apply pavement markings for seven (7) days after application of asphalt surfaces that are seal coat. For concrete surfacing, a minimum seven (7) days prior to application. After application, protect from traffic and pedestrian traffic until thoroughly dry.

PART 2 – PRODUCTS

2.1 MATERIALS:

2.1.1 Traffic Paint:

2.1.1.1 Type: Water base, roadway traffic lane marking type; colors as selected.

2.1.1.2 Acceptable Manufacturers:

2.1.1.2.1 Dunn-Edwards, Vin-L-Stripe No. W-801, vinyl epoxy as a standard of quality.

2.1.1.2.2 J.E. Bauer latex base Formula No. 1030A9 White, No. 1056A9 Yellow, No. 1865A9 Blue, No. 1118A9, Green, and No. 1854A9.

2.1.1.2.3 Sinclair No. 160 Vinyl Traffic Line Paint, water base.

2.1.1.2.4 Pervo Paint Company.

PART 3 – EXECUTION

3.1 INSPECTION:

Inspection: Surfaces to be striped shall be clean and dry, and surface sealer thoroughly dry.

3.2 PREPARATION:

Layout: Accurately measure and layout work. Use stencils for all work; snap lines for straight work.

3.3 APPLICATION:

3.3.1 General: Apply minimum of two (2) coats, at the rate of 400 SF maximum per gallon per coat.

3.3.2 Painted Lines, Lettering, and Symbols at Parking Areas:

3.3.2.1 Parking Stall Lines: 3 inch wide, minimum, color white.

3.3.2.2 Disabled Stall, Stripes and Letters: As indicated. Paint and federal color shall comply with Federal No. 15090, Federal Standard 595B, and Checklist No. 02762.

3.3.2.3 Parking spaces for the disabled shall be marked according to CBC Section 1129B.5. Tactile warning lines shall be in conformance to CBC Section 1133B.8.3 and 1133B.8.4.

- 3.3.2.4 Color: White, for all work except blue at Disabled parking stalls, stripped areas and red to indicate No Parking.
- 3.3.2.5 Traffic Directional Arrows: Paint directional traffic flow arrows in all aisles, lanes, and at parking lot entrances and exits. See plans for dimensions of arrows and additional locations.
- 3.3.2.6 Red Painted Curbs: Paint entire top and face of curb red with the words (4 Inches High) "NO PARKING." Spaced at 10-foot intervals where Red painted curbs are called-out on the Site Plan(s).

END OF SECTION