



## PROJECT MANUAL

For

Placer County Office of Education  
Main Office  
HVAC Rooftop Unit Replacement

100% Construction Documents

1400 West Stanford Ranch  
Rocklin, CA

Date: 2/18/2026

Hibser Yamauchi Architects, Inc.  
4602 2<sup>nd</sup> Street, Suite 3  
Davis, CA 95618  
Tel: (530)758-1270 Fax: (530)758-4789



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## NOTICE TO BIDDERS

Notice is hereby given that the Placer County Office of Education (hereinafter referred to as “Owner”) will receive sealed bids prior to the date and time stated for the bid opening for the award of a contract to construct the “**HVAC Package Unit Replacement**” at 1400 West Stanford Ranch Road in Rocklin, CA (the “Contract”), as per the Contract Documents, including the drawings and specifications, which may now be obtained electronically from the Architect, who is HY Architects at 4602 2<sup>nd</sup> Street in Davis, CA; (530)758-1270.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined on the amount of the base bid.

This Contract **is** subject to prequalification. See Instructions to Bidders for details.

This Contract **is not** subject to the District’s Project Labor Agreement.

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

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work and proof of registration is provided.

For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder’s total bid.

The Contract Time shall be **one hundred and eighty (180)** calendar days, and liquidated damages for delay shall accrue. See Article III of the Agreement for details.

Bids must be sealed and filed in **Administrative Front Office Desk at 365 NEVADA STREET, AUBURN, CALIFORNIA 95603, on JUNE 8, 2026, before 1:00 p.m.** on the clock designated by the Owner or its representative as the bid clock. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be

accepted. Bids may be opened immediately after the above deadline for submittal, or at a later time, within the Owner's discretion.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents.

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

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "C-20" license at the time of award and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods.

Advertisement (Public Contract Code §20112):

1st Publication Date

**May 8, 2026**

AND

2nd Publication Date (≥1 week after 1<sup>st</sup> publication)

**May 15, 2026**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

The “HVAC Package Unit Replacement Contract for the  
Placer County Office of Education

### **SECURING DOCUMENTS:**

The Contract Documents, including the Drawings and Specifications, are available at the Placer County Office of Education website [placercoe.org](http://placercoe.org) under Facilities Department tab.

### **PREQUALIFICATION:**

This Contract is subject to prequalification, which applies to contractors with the following licenses: Prime contractors with either an A or B license; and Contractors with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 license, regardless of whether they are a prime contractor or subcontractor. If a bidder is not prequalified to bid on the Contract at least five (5) business days before the bid deadline and at the bid deadline, Owner will not accept the bid. Any subcontractors listed by a bidder for Work requiring one of the above “C” licenses must be prequalified at least five (5) business days before the bid deadline and at the bid deadline, or Owner will not accept the bid. The application for prequalification must be submitted to the Owner by **June 3<sup>rd</sup>, 2026**. The prequalification application may be obtained from the Owner. If a contractor is currently prequalified by the District in an amount sufficient for this contract, and such prequalification will not expire prior the bid deadline for this contract, then the contractor will not have to submit a new prequalification application.

### **RETENTION:**

The Owner will withhold retention of 5% from all progress payments.

### **REGISTRATION:**

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder’s current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor’s current registration to perform public work under Labor Code section 1725.5.

### **PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS:**

An optional pre-bid “site visit” will be held on **May 20th, 2026, at 10:00 a.m.** at project

site location. The Owner may add additional optional pre-bid “site visit”] in its discretion. Whether or not bidders attend an optional pre-bid “site visit”], which will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise, all bidders will be deemed to have notice of all conditions and information which bidders could have obtained or learned by attending the optional pre- “site visit”, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

**REQUEST FOR SITE VISIT AND INSPECTION:**

A prospective bidder may request to visit and inspect the site, but any request must be submitted at least five (5) working days before the bid opening, and the Owner may limit the length of the visit and inspection. If the Owner held an optional visit and inspection for all prospective bidders but the requesting bidder did not attend it, then the Owner may reject the bidder’s request.

**BUILDERS RISK COVERAGE:**

For the purpose of builders risk coverage (see General Conditions Article 11), the project “*is not*” being solely funded by revenue bonds.

**PROJECT LABOR AGREEMENT:**

No project labor agreement applies to this contract.

**USE OF FEDERAL FUNDS:**

No federal funds are being used by Owner for the Contract.

**BIDS:**

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

1. Facsimile, e-mail, or other electronic copies of the Bid Form and other bid documents will not be accepted; only hard copies will be accepted. Bids shall be made on the Bid Form obtained from the Owner. Bids not made on the proper Bid Form shall be disregarded.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written

instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Signatures:

- A. Each bid must give the full business address of the bidder and be signed by bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.
- B. The signatures on the Bid Form and other bid documents must be original longhand signatures in permanent blue ink. Any other type of signature, including an electronic signature, will not be accepted.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors):

- A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

- B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3) Sublet or subcontract any portion of the Work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All Bid Forms must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers' Compensation certification, responses to the Contractor Questionnaire (if required; see Paragraph 13, below), and the DVBE Certification of Participation and the DVBE Good Faith Worksheet (if DVBE is required; see Paragraph 10, below).
8. Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work,

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

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.** If this contract is subject to these requirements, then (a) the DVBE Certification must be submitted with the bid, and (b) the DVBE Worksheet must be submitted with the bid if Box D is checked on the first page of the DVBE Certification.
11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.
12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.
13. Each bidder must submit complete responses to the Contractor Questionnaire included in the bid documents..
14. To summarize, each bid for the Contract must include the following documents:
  - A. Bid form, including proof of signers' authority.
  - B. Bid security.
  - C. Designation of Subcontractors.
  - D. Noncollusion Declaration.
  - E. Sufficient Funds Declaration.
  - F. Fingerprinting Notice and Acknowledgement.
  - G. Workers' Compensation Certification.
  - H. Iran Contracting Act Certification (if required by law; see the form).
  - I. Responses to Contractor Questionnaire (if required; see above).
  - J. DVBE Certification (if required; see above).
  - K. DVBE Worksheet (if required; see above).
  - L. Proof of registration per Labor Code §1725.5.

## **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

## **OPENING OF BIDS:**

Opening of bids in public shall be at Owner's discretion, as set forth in the Notice to Bidders.

## **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

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

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

## **BID PROTESTS**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the fourth (4th) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;

4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and

5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

#### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

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

#### **ADDENDA OR BULLETINS:**

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

#### **EVIDENCE OF RESPONSIBILITY:**

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

## **AWARD OF CONTRACT:**

Rejection of any or all bids, contracting work with whomever and in whatever manner, abandoning work entirely, and/or waiving any informality in receiving of bids are reserved as the rights of the Owner.

Before the Contract is awarded, the Contractor receiving the award shall submit the CARB Compliance Declaration, including all certificates, to the Owner.

Before the Contract is awarded, the Owner may, at its sole discretion, require from a potential Contractor on the Contract further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform the Contract and may consider such evidence before making its decision on the award of the Contract.

If awarded, the Contract shall be awarded to the lowest responsible and responsive bidder as indicated in the Notice to Bidders and as interpreted by the Owner under California law and as specified herein. Owner reserves the right, without any liability, to cancel the award of the Contract for any reason at any time before the full execution of the Agreement between Owner and Contractor.

## **EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

Contractor shall sign and return the Agreement within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier. The Contractor shall sign the Agreement in as many originals as the Owner deems necessary. Within ten (10) days after mailing, faxing, or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the Contract payment and performance bonds; insurance certificates, additional insured endorsement, and declarations page; a Public Contract Code section 3006(a) Roof Project Certification, if required; the Drug-Free Workplace Certification; the Student Contact Form (see Attachment B to the Fingerprinting Notice and Acknowledgement); a schedule of values (see General Conditions §9.2.1.A); a schedule of cash flow (see General Conditions §9.2.1.B); and subcontractor information (see General Conditions §9.2.1.D). Within two (2) weeks after award the Work, or prior to commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the certified baseline schedule (see General Conditions §3.9.1). If the Contractor does not comply with this paragraph, Owner may revoke and/or cancel the award to the Contractor, award the Contract to the next lowest bidder, and pursue the low bidder and bid bond for damages, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

## **CONTRACT BONDS:**

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

**Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond (Labor and Material)** in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

#### **REQUESTS FOR SUBSTITUTION OF MATERIALS PRIOR TO BIDDING:**

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of **twelve (12)** calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner's form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

#### **PAYMENTS:**

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

#### **TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials

ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:**

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

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The Contract Time shall be **one hundred and eighty (180)** calendar days. See Article III of the Agreement for details.

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

**SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION**

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**BID FORM**

**PLACER COUNTY OFFICE OF EDUCATION**  
365 NEVADA STREET, MOT (MAINTENANCE, OPERATIONS &  
TRANSPORTATION)  
AUBURN, CALIFORNIA 95603

Dear Board Members:

The undersigned, doing business under the firm name of \_\_\_\_\_, hereby proposes and agrees to enter into a contract, with the Placer County Office of Education (“Owner”), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as “HVAC Package Unit Replacement” at 1400 West Stanford Ranch Road in Rocklin, CA (the “Contract”).

The Contract Documents were prepared by HY Architects at 4602 2<sup>nd</sup> Street in Davis, CA; (530) 758-1270.

**Bid Amount (Base Bid):**

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This amount includes all allowances identified in the Agreement form, including but not limited to \$25,000.00 for miscellaneous work associated with project and unforeseen conditions.

**Alternate Bid Scopes:**

Not Applicable.

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

Check one of the following boxes:

- The undersigned bidder is prequalified with the Owner pursuant to Public Contract Code section 20111.6 to submit a bid in the above amount for this Contract.
- Prequalification pursuant to Public Contract Code section 20111.6 is not required for this Contract.

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

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---

Our Public Liability and Property Damage Insurance is placed with:

---

---

Our Workers' Compensation Insurance is placed with:

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

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

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

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

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

The undersigned declares under penalty of perjury under the laws of the State of California that the information and representations in the undersigned's bid documents (including this Bid Form and all other documents provided with the bid) are true and correct.

Name of Company as Licensed in California: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

INDIVIDUAL:

\_\_\_\_\_  
\_\_\_\_\_  
(Name)

Dated: \_\_\_\_\_, 20\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

\_\_\_\_\_  
\_\_\_\_\_  
General Partner

Dated: \_\_\_\_\_, 20\_\_

CORPORATION:

Evidence of authority to bind corporation is attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Chairman, Pres., or Vice-Pres.)

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Dated: \_\_\_\_\_, 20\_\_

# **BID BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Placer County Office of Education (“Owner”) in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of “HVAC Package Unit Replacement” in strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

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

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

(Notary Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address)

By: \_\_\_\_\_

\_\_\_\_\_

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

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

# **BID QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE**

The "HVAC Package Unit Replacement" Contract for the  
Placer County Office of Education ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)
2. Identify all public works contracts on which you have performed work over the last five (5) years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
  - a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
  - n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment (“CWPA”) or Determination of Civil Penalty (“DCP”) was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned rooftop HVAC equipment related construction and installation including the following information for each such contract:

a. Custom HVAC equipment.

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned phasing, complex scheduling, and/or milestone deadlines, including the following information for each such contract:

a. \_\_\_\_\_

b. \_\_\_\_\_

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.

b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.

c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

## DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

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



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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NON-COLLUSION DECLARATION**

Owner: Placer County Office of Education  
Contract: "HVAC Package Unit Replacement"  
Site: 1400 West Stanford Ranch  
Rocklin, CA 95765

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("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 or proposing ("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 \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective \_\_\_\_\_, 20\_\_ , is by and between the Placer County Office of Education, in Placer County, California, hereinafter called the “Owner,” and \_\_\_\_\_ hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.**

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the **HVAC Package Unit Replacement** at Placer County Office of Education’s Main Office located on 1400 West Stanford Ranch in Rocklin, CA,

all in strict compliance with the plans, drawings and specifications therefore prepared by

HY Architects, 4602 2nd Street / Davis, CA 95618, (530) 758-1270,

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.**

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions are incorporated into this Agreement and form the “Contract Documents” which form the “Contract.”

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **one hundred and eighty (180)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed

from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

In addition, the portion of the Work that consists of the shutdown, removal, replacement, and HVAC start up (the "HVAC Unit Removal & Installation Scope") shall be completed within **one-hundred and forty (140)** calendar days and performed without impact to operation during the business hours of \_\_\_\_\_, Monday thru Friday. This deadline shall be the "HVAC Unit Removal & Installation Scope Milestone Deadline."

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above.

Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$ 500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of \$25,000.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in

its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

#### **ARTICLE V. CHANGES.**

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

#### **ARTICLE VI. TERMINATION.**

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

#### **ARTICLE VII. PREVAILING WAGES.**

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office, or are available at <https://www.dir.ca.gov/oprl/dprewagedetermination.htm>. The rate of

prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

#### **ARTICLE VIII. WORKING HOURS.**

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during

any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

#### **ARTICLE IX. APPRENTICES.**

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents

or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions throughout performance of the Contract. Contractor's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Each Occurrence: \$ <u>1,000,000</u> Each Occurrence	Damage to Rented Premises: \$ <u>1,000,000</u> Each Occurrence
Medical Expenses: \$ <u>5,000</u> Any One Person	Personal and Advertising Injury: \$ <u>1,000,000</u> Each Occurrence
General Aggregate: \$ <u>2,000,000</u> Aggregate	Products – Completed Operations: \$ <u>2,000,000</u> Aggregate

**Comprehensive Automobile Liability**

Combined Single Limit: \$ <u>1,000,000</u> Each Accident	Property Damage: \$ <u>1,000,000</u> Each Accident
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**Workers' Compensation**

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

**Employers' Liability**

\$ 1,000,000 Each Accident

\$ 1,000,000 Disease – Each Employee  
\$ 1,000,000 Disease – Policy Limit

**ARTICLE XII. ENTIRE AGREEMENT.**

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.**

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.**

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.**

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract. The Owner requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

\_\_\_\_\_ (CONTRACTOR)

**PLACER COUNTY OFFICE OF  
EDUCATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Chairman, Pres., or Vice-Pres.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Title)

\_\_\_\_\_  
\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

LICENSE EXPIRATION DATE

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

**This is a fiduciary account created by statute, Public Contract Code section 22300. The funds deposited in this account shall not be released to Contractor or any other person or entity, other than Owner, including pursuant to any purported lien or writ of attachment or execution, without the prior written, express approval of Owner.**

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Placer County Office of Education, whose address is 1400 West Stanford Ranch Road in Rocklin, CA (hereinafter called "Owner"); \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter called "Contractor"); and \_\_\_\_\_, a state or federally chartered bank in California whose address is \_\_\_\_\_ (hereinafter called "Escrow Agent").

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

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the contract between the Owner and Contractor in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and dated \_\_\_\_\_, 20\_\_\_\_, for the "HVAC Package Unit Replacement" scope of work (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
2. Thereafter, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay

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

4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

ON BEHALF OF OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF ESCROW AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

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

OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ESCROW AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

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

**PAYMENT BOND**  
**(Labor and Material)**

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Placer County Office of Education (the "Owner" of the public works contract described below) and \_\_\_\_\_, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**the "HVAC Package Unit Replacement" Contract, at 1400 West Stanford Ranch Ranch Road in Rocklin, CA, which consists of replacement a custom rooftop HVAC package unit that services the entire building at 1400 West Stanford Ranch Road in Rocklin / CA,**

which said agreement dated \_\_\_\_\_, 20\_\_, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound  
unto the Placer County Office of Education, in the County of Placer, State of California,  
hereinafter called the "Owner," in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to  
the Owner for the full performance of a certain contract with the Owner, the terms of  
which are incorporated herein by reference, dated \_\_\_\_\_, 20 \_\_, for  
construction of

**the "HVAC Package Unit Replacement" at 1400 West Stanford Ranch Road in  
Rocklin, CA (the "Contract").**

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

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

No further agreement between Surety and Owner shall be required as a  
prerequisite to the Surety performing its obligations under this bond. In the event that the  
Surety elects to complete the Work of the Contract after termination of the Contract by  
Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or  
subcontractors, to perform the Work without the written consent of Owner, and the  
Owner may grant or withhold such consent within its sole discretion.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this  
instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_,

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_.

The above must be filled in by Corporate Surety.

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

**ROOF PROJECT CERTIFICATION**

(Public Contract Code §3006(a) and (b))

Owner: Placer County Office of Education

Contract: "HVAC Package Unit Replacement"

Site: 1400 West Stanford Ranch  
Rocklin, CA 95765

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

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

\_\_\_\_\_ Signature \_\_\_\_\_ Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Print Name of Employer

**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**

To Be Executed by Bidder and Submitted with Bid

Owner: Placer County Office of Education  
Contract: "HVAC Package Unit Replacement"  
Site: 1400 West Stanford Ranch  
Rocklin, CA 95765

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_  
[insert title] of \_\_\_\_\_, the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit \_\_\_\_\_ [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that \_\_\_\_\_ [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_ [city],  
\_\_\_\_\_ [state].

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

# **CARB COMPLIANCE DECLARATION**

## **To Be Executed by Bidder and Submitted (including attachments) Prior to Award of Contract**

Owner: Placer County Office of Education  
Contract: "HVAC Package Unit Replacement"  
Site: 1400 West Stanford Ranch  
Rocklin, CA 95765

### **Background**

CALIFORNIA AIR RESOURCES BOARD ("CARB") <https://ww2.arb.ca.gov/>

For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB **Certificates of Reported Compliance ("CRC")** from all contractors and listed subcontractors before awarding the contract for the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

**The Regulations apply to all "Public Works Awarding Bodies," which phrase is broadly defined as "any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind."**

**The bidder must fully execute this document and submit it, including the required attachments, prior to award of the contract for the above-captioned contract for the project. The bidder must attach the CRCs for the bidder and all of its subcontractors to this document.**

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the bidder and its subcontractors are able to obtain their CRCs: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/doors). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website for the "Off-Road Zone" is <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

If any questions, please call the DOORS Hotline at 877-593-6677 or email <[doors@arb.ca.gov](mailto:doors@arb.ca.gov)>. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

[Fact Sheet: Contracting Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)  
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)  
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

**Declaration**

I, \_\_\_\_\_ *[name of declarant]*, declare that I am the \_\_\_\_\_ *[title]* of \_\_\_\_\_ *[name of bidding contractor]*, the entity making and submitting a bid for the above contract for the project; that all CRCs for \_\_\_\_\_ *[name of bidding contractor]* , and for all of its listed subcontractors on the above contract, are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**  
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

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

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**STUDENT CONTACT FORM  
FOR CONSTRUCTION CONTRACTS**

*Note: This form must be submitted by Contractor before it may commence any work.*

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

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

**GENERAL CONDITIONS**  
**for**  
**CONTRACT OF CONSTRUCTION**

**FOR "HVAC PACKAGE UNIT REPLACEMENT" PROJECT**

**PLACER COUNTY OFFICE OF EDUCATION**

**MAY 8, 2026**

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## **ARTICLE 1**

### **GENERAL CONDITIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

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

##### **1.1.2 THE CONTRACT**

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

##### **1.1.3 THE WORK**

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

Specifications, and associated bid documents. The “Site” refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

#### **1.1.4 THE PROJECT**

The “Project” is the total construction of the Work performed in accordance with the Contract Documents, but “Project” may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

#### **1.1.5 THE DRAWINGS**

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

#### **1.1.6 THE SPECIFICATIONS**

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

#### **1.1.7 THE PROJECT MANUAL**

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

#### **1.1.8 OR**

“Or” shall include “and/or.”

#### **1.1.9 COMPLETION**

Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete” under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

## 1.1.10 COMPLETION OF THE PROJECT

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

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

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

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

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a provision in a Division 00 Contract Document (such as the agreement, general conditions, notice to bidders, instructions to bidders, bid form, etc.), the Division 00 provision shall control.

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

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

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

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

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

## 1.2.2 ADDENDA AND DEFERRED APPROVALS

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

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

## 1.2.3 SPECIFICATION INTERPRETATION

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

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

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

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

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

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

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

1.2.3.8 **Standard Specifications.** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

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

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

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

## ARTICLE 2

### OWNER

#### 2.1 DEFINITION

The term “Owner” means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner and/or the Owner’s authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

#### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

##### 2.2.1 INTENTIONALLY LEFT BLANK

##### 2.2.2 SITE SURVEY

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

##### 2.2.3 SOILS

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

**2.2.3.2 *Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that

unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

#### 2.2.4 UTILITY SURVEY

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

#### 2.2.5 INFORMATION

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

#### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

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

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

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

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

#### **2.2.7 EASEMENTS**

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

#### **2.2.8 REASONABLE PROMPTNESS**

Information or services under Owner's control will be furnished by the Owner with reasonable promptness.

#### **2.2.9 COPIES FURNISHED**

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

#### **2.2.10 DUTIES CUMULATIVE**

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

### **2.3 OWNER'S RIGHT TO STOP THE WORK**

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

### **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3**

#### **THE CONTRACTOR**

##### **3.1 DEFINITION**

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

##### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

###### **3.2.1 CONTRACTOR**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall perform the Work in a workmanlike manner, in compliance with the Contract Documents, and in compliance with all applicable local, state, and federal codes, regulations, and other law.

If part of the Project is performed by other contractors that Owner directly retains, Owner shall schedule and coordinate the activities of Contractor with the other contractors. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act

which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

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

### **3.2.2 CONTRACTOR RESPONSIBILITY**

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

### **3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS**

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

### **3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK**

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

### **3.2.5 PROJECT MEETINGS**

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

## **3.3 SUPERINTENDENT**

### **3.3.1 FULL TIME SUPERINTENDENT**

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

### **3.3.2 STAFF**

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

### **3.3.3 RIGHT TO REMOVE**

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

## **3.4 LABOR AND MATERIALS**

### **3.4.1 CONTRACTOR TO PROVIDE**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the cost of materials; but Contractor will retain the benefit of any post-bid material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

### **3.4.2 QUALITY**

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

### **3.4.3 REPLACEMENT**

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

#### **3.4.4 DISCIPLINE**

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

#### **3.5 WARRANTY**

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### **3.6 TAXES**

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

#### **3.7 PERMITS, FEES AND NOTICES**

##### **3.7.1 PAYMENT**

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

##### **3.7.2 COMPLIANCE**

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

### 3.7.3 CONTRACT DOCUMENTS

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

### 3.7.4 RESPONSIBILITY

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

## 3.8 ALLOWANCES

### 3.8.1 CONTRACT

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

### 3.8.2 SCOPE

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

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

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

3.8.2.4 **Contract Sum Adjustment.** Whenever Contractor seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

## 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

### 3.9.1 REQUIREMENTS

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

Contractor shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule. The monthly schedule update shall be submitted regardless of whether the baseline schedule or other monthly schedule updates have previously been submitted.

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

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below. The original schedule and all updates shall include a reasonable number of days for usual or common delays by utility companies, and usual or common delays by other government agencies.

The construction schedule shall be in the form of either a tabulation, chart, or graph, and shall be in sufficient detail to show the chronological relationship of all activities of the Work including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Work. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for

the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

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

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner that Contractor will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan (including but not limited to any necessary acceleration). Contractor must submit a recovery plan within seven (7) days of a demand for the recovery plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner specifically orders Contractor in writing to implement the recovery plan (including but not limited to acceleration), Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money for implementing the recovery plan. To recover additional money for implementing the recovery plan, Contractor must comply with General Conditions sections 4.5, 7 and 8. If Contractor elects to implement a recovery plan or otherwise accelerate the Work without a specific written order from the Owner to do so, then Contractor waives all rights to recover additional money for implementing that recovery plan or accelerating.

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

I, \_\_\_\_\_ [*name of declarant*], declare the following:

\_\_\_\_\_ [Contractor company name] has contracted with \_\_\_\_\_  
[public entity name] for the \_\_\_\_\_ Contract (“Contract”).  
\_\_\_\_\_ [Contractor company name] authorized me to prepare schedules  
for \_\_\_\_\_ [public entity name] for this Project, and I prepared the  
attached schedule. I am the most knowledgeable person at \_\_\_\_\_  
[Contractor company name] regarding the scheduling of the Work for this  
Contract.

The attached schedule does not breach the Contract between \_\_\_\_\_  
[Contractor company name] and \_\_\_\_\_ [public entity name] for this Project,  
does not violate any applicable law, satisfies all provisions of the Contract  
applicable to submission of schedules, only contains truthful and accurate as-  
built and as-planned dates of the Work (including supporting data), and is not  
a false claim.

The attached schedule is submitted in compliance with all laws applicable to  
submission of a Claim, including but not limited to California Penal Code  
section 72 (Fraudulent Claims), Government Code sections 12650 et seq.  
(False Claims Act; for example, Government Code section 12651(a)(7)), and  
Business and Professions Code sections 17200 et seq. (Unfair Business  
Practices Act). I am aware that submission or certification of false claims, or  
other Claims that violate law or the Contract, may lead to fines, imprisonment,  
and/or other serious legal consequences for myself and/or \_\_\_\_\_ [Contractor  
company name].

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

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

\_\_\_\_\_ [signature]  
\_\_\_\_\_ [name of declarant]

### 3.9.2 DSA OVERSIGHT PROCESS

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

### 3.9.3 FAILURE TO MEET REQUIREMENTS

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

### 3.10 DOCUMENTS AND SAMPLES AT THE SITE

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

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

### 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 *Shop Drawings.* The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the

kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

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

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

### 3.11.2 DRAWING SUBMISSION PROCEDURE

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

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

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

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

### 3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise

properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

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

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

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

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

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

### 3.11.4 SUBSTITUTIONS

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

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

3.11.4.3 **Substitution Request Form.** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Instructions to Bidders will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

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

### 3.11.5 DEFERRED APPROVALS

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

## 3.12 CUTTING AND PATCHING

### 3.12.1 SCOPE

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

### 3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

### 3.12.3 STRUCTURAL MEMBERS

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

#### **3.12.4 SUBSEQUENT REMOVAL**

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

### **3.13 CLEANING UP**

#### **3.13.1 CONTRACTOR'S RESPONSIBILITY**

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

#### **3.13.2 FAILURE TO CLEANUP**

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

#### **3.13.3 CONSTRUCTION BUILDINGS**

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

### **3.14 ACCESS TO WORK**

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

### **3.15 ROYALTIES AND PATENTS**

#### **3.15.1 PAYMENT AND INDEMNITY**

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

#### **3.15.2 REVIEW**

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

### **3.16 INDEMNIFICATION**

#### **3.16.1 SCOPE: CONTRACTOR**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Work, or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to

defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### 3.16.2 SCOPE: SUBCONTRACTORS

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

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

### **3.16.3 NO LIMITATION**

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

### **3.17 OWNER AS INTENDED BENEFICIARY**

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

### **3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE**

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

### **3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER**

Notwithstanding any other provisions of the Contract Documents, Contractor expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Contractor may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Contractor to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Contractor's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Contractor's rights to recovery any such costs or

damages.

### 3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” the terms of which are incorporated by reference as though set forth in full herein.

B. **DAVIS-BACON ACT.** If the Contract Price exceeds \$2,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable and comply with the requirements and wage determinations. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).) Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Any contract in excess of \$2,000 is subject to the following:

#### (1) *Minimum Wages*

- a. ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs

(d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. ***Frequently reoccurring classifications.***

i. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

ii. The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. **Conformance.**

i. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- ii. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
  - iii. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - iv. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - v. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - e. **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has

found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- f. **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding*

- a. **Withholding requirements.** Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, Owner may on its own initiative and after written notice to the contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - ii. A contracting agency for its procurement costs;
  - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - iv. A contractor's assignee(s);
  - v. A contractor's successor(s); or
  - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) *Records and certified payrolls*

a. **Basic record requirements**

- i. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of

the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- ii. *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- iii. *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- iv. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- v. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**b. Certified payroll requirements**

- i. *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to Owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits

- other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- ii. *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to Owner, or other entity, as the case may be, that maintains such records).
  - iii. *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
    - 1. That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
    - 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
    - 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - iv. *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.
  - v. *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

- vi. *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- vii. *Length of certified payroll retention.* *The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.*
- viii. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

**c. Required disclosures and access**

- i. *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the Owner or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by Owner's authorized representatives or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- ii. *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, Owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- iii. *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the appropriate Federal agency if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to Owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity*

a. **Apprentices**

- i. *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- iii. *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- iv. *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- b. ***Equal employment opportunity.*** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the appropriate agency and/or Owner may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) ***Certification of eligibility.***
  - a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
  - c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- (11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
  - d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.
- (12) *Copies of Wage Determinations.* Copies of applicable wage determinations are included in the bid package for this contract, and are incorporated by reference as Contract Documents.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

In addition to the above, any contract in excess of \$100,000 is subject to the following:

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages*

- a. **Withholding process.** Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - ii. A contracting agency for its procurement costs;
  - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - iv. A contractor's assignee(s);
  - v. A contractor's successor(s); or
  - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.
- c. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- d. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- iv. Informing any other person about their rights under CWHSSA or this part.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds \$150,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds \$100,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. **DOMESTIC PREFERENCES FOR PROCUREMENT.** Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Contractor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Contractor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. **SAFETY AND HEALTH STANDARDS.** As required by 34 CFR 75.609, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. **ENERGY CONSERVATION.** As required by 34 CFR 75.616, Contractor agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Contractor shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

##### **4.1.1 DEFINITION**

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the

Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative, and shall also refer to all consultants under the Architect’s direction and control.

#### **4.1.2 MODIFICATION**

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

#### **4.1.3 TERMINATION**

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

### **4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT**

#### **4.2.1 STATUS**

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

#### **4.2.2 SITE VISITS**

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

#### **4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

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

#### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

#### **4.2.5 PAYMENT APPLICATIONS**

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

#### **4.2.6 REJECTION OF WORK**

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

#### **4.2.7 CHANGE ORDERS**

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

#### **4.2.8 WARRANTIES UPON COMPLETION**

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

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's work pursuant to Section 9.7.1, below, for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

#### **4.2.9 INTERPRETATION**

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning

performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

#### 4.2.10 ADDITIONAL INSTRUCTIONS

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

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

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

### 4.3 INSPECTOR OF RECORD

#### 4.3.1 GENERAL

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

#### 4.3.2 INSPECTOR OF RECORD'S DUTIES

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

comply with the Contract Documents.

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

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

#### 4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with temporary facilities.

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

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; *except that* to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Contractor for them. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.
- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

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

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

##### 4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change to the Owner for extra work (including acceleration or disruption), critical path delay, or additional money or time, including any money or time based on a request submitted to Contractor by one of Contractor's Subcontractors or suppliers (see Section 4.5.5.4, below). Contractor shall submit such Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (b) the date by which Contractor should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

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

If Contractor wants to accelerate its work to minimize or avoid delay, Contractor must submit a Notice of Potential Change for the delay, any delay damages, the need for any time extensions, and the cost impact of the desired acceleration. If Contractor's Work is disrupted and thus creates extra work or delay, Contractor must submit a Notice of Potential Change for the delay, any delay damages, the need for any time extensions, and the cost impact of the disruption.

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

#### 4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension) based on an issue (including but not limited to money or time based on a request by a Subcontractor or supplier; see Section 4.5.5.4, below), then Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change. A rejection at any time, or a lack of a rejection, by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to include any information in a timely COR for that issue as specifically required by the Contract, shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Contractor will have completely waived its rights to recover such additional money or time (Contractor will not

have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Contractor fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

### 4.5.3 DEFINITION OF CLAIM

A “Claim” is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications); or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. However, resubmittal of a COR which was previously rejected under Section 4.5.2 (whether rejected expressly [in whole or in part] or deemed rejected by Owner inaction), including but not limited to a request for reconsideration, does not constitute a Claim. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

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

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

### 4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner’s construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner’s rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor knew, or should

have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

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

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to include any information in a timely Claim as specifically required by the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

#### 4.5.5 CONTENT OF CLAIM

##### 4.5.5.1 *Claim Format; Waiver*

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

I, \_\_\_\_\_ [*name of declarant*], declare the following:

\_\_\_\_\_ [*Contractor company name*] has contracted with \_\_\_\_\_ [*public entity name*] for the \_\_\_\_\_ Contract ("Contract").

\_\_\_\_\_ [*Contractor company name*] authorized me to prepare the attached Claim for money and/or time extension for \_\_\_\_\_ [*public entity name*] regarding this Contract (such Claim being dated \_\_\_\_\_, 20\_\_\_\_, and entitled \_\_\_\_\_, and requesting \$ \_\_\_\_\_

and/or \_\_\_ additional days), and I prepared the attached Claim. I am the most knowledgeable person at \_\_\_\_\_ [*Contractor company name*] regarding this Claim.

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_ [*signature*]  
\_\_\_\_\_ [*name of declarant*]

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

#### 4.5.5.2 *Claims for Additional Money*

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

#### 4.5.5.3 *Claims for Additional Time*

##### 4.5.5.3.1 *Notice of Extent of Claim*

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Contractor's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

##### 4.5.5.3.2 *Unusual and Uncommon Weather Claims*

If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been

reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

#### 4.5.5.4 *Subcontractor Requests for Money or Time*

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, then the Subcontractor or supplier must comply with the same procedures that would apply to any Contractor request to Owner for additional money or time.

For any Contractor request to Owner for additional money or time based on a Subcontractor's or supplier's request to Contractor for additional money or time (see previous paragraph), Contractor must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for additional money or time (including but not limited to this Section 4.5 of the General Conditions) and with Public Contract Code section 9204(d)(5).

Any Claim by Contractor pursuant to the previous paragraph must include Contractor's certification (see General Conditions §4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such Claim by Contractor must include (a) Contractor's detailed analysis of the merit of Subcontractor's or supplier's request to the Contractor, including (i) detailed analysis of Contractor's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) detailed analysis of all of Contractor's defenses to the request for money or time by the Subcontractor or supplier; and (b) detailed analysis of the Owner's liability to Contractor for any money or time that Contractor owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Contractor to breach the subcontract or supplier contract). In any such Claim, Contractor may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Contractor from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certification, or detailed analysis) shall act as a complete waiver of Contractor's rights to (a) recover money or time from Owner based on any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### 4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

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

##### 4.5.6.1 *Claims*

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

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

##### 4.5.6.2 *Meet and Confer*

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule an informal conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the informal conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or

exchanged at the informal conference.

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

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

#### 4.5.6.3 *Government Code Claim*

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

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

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the

running of the time period within which a Contractor must file a Government Code Claim shall commence upon accrual of a cause of action, and shall be tolled from the time the Contractor submits a written Claim under Section 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process. For these purposes, a cause of action based on a Contractor request for additional compensation or a time extension shall accrue when the Change Order Request is rejected, or deemed rejected, by the Owner (see Section 4.5.2, above); and all other causes of action shall accrue when the alleged wrongful conduct (e.g., wrongful withholding, or wrongful termination) occurred. Owner's rejection of a Claim under Sections 4.5.3-4.5.6.2, above, would not give rise to a cause of action against Owner since the Claim addressed causes of action that already had accrued before the submission of the Claim.

#### **4.5.7 CONTINUING CONTRACT PERFORMANCE**

Despite Contractor's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Contractor shall proceed diligently and expeditiously with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Contractor must submit notice as required by Section 3.18, above.

#### **4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

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

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

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

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

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

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

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

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

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

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

#### **4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

##### **5.1.1 SUBCONTRACTOR**

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

##### **5.1.2 SUB-SUBCONTRACTOR**

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

##### **5.1.3 SPECIALTY CONTRACTORS**

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

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

##### **5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER**

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

Subcontractors from their obligations under the terms of the Contract Documents.

### 5.2.2 GROUNDS FOR SUBSTITUTION

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

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

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

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

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

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

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

### **5.3 SUBCONTRACTUAL RELATIONS**

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

documents available to their respective proposed Sub-subcontractors.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.5 SUBCONTRACTOR'S RESPONSIBILITIES**

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

##### **5.5.1 SUPERVISION BY SUBCONTRACTORS**

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

##### **5.5.2 DISCIPLINE AND ORDER**

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

##### **5.5.3 DEFECTS DISCOVERED**

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

to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

#### **5.5.4 SUBCONTRACTOR INFORMATION**

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

#### **5.5.5 TEMPORARY STRUCTURES**

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

#### **5.5.6 CHARGES TO SUBCONTRACTOR**

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

#### **5.5.7 FINES IMPOSED**

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

#### **5.5.8 PROJECT SIGNS**

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

selection of names to be displayed.

#### **5.5.9 REMEDIES FOR FAILURE TO PERFORM**

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

#### **5.5.10 DISPUTES NOT TO AFFECT WORK**

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

#### **5.5.11 APPLICATION FOR PAYMENT**

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

#### **5.5.12 COMPLIANCE WITH PROCEDURES**

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

### **5.5.13 ON-SITE RECORD KEEPING**

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

### **5.5.14 NON-EXCLUSIVE OBLIGATIONS**

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

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

##### **6.1.1 OWNER'S RIGHTS**

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

##### **6.1.2 DESIGNATION AS CONTRACTOR**

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

##### **6.1.3 CONTRACTOR DUTIES**

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

schedules to be used by the Contractor until subsequently revised.

#### **6.1.4 OWNER OBLIGATIONS**

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

### **6.2 MUTUAL RESPONSIBILITY**

#### **6.2.1 DELIVERY AND STORAGE**

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

#### **6.2.2 NOTICE BY CONTRACTOR**

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

#### **6.2.3 COSTS INCURRED**

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

#### **6.2.4 CORRECTION OF DAMAGE**

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

### **6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

##### **7.1.1 NO CHANGES WITHOUT AUTHORIZATION**

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

Owner shall compensate Contractor with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Contractor; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Contractor at the time of bidding, or (b) for which Contractor is responsible under the Contract Documents. Contractor shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the costs of construction, whether or not foreseeable; but Contractor will retain the benefit of any post-bid cost decreases, whether or not foreseeable, and will retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved

in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

### **7.1.2 AUTHORITY TO ORDER MINOR CHANGES**

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

## **7.2 CHANGE ORDERS (“CO”)**

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

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

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

## **7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)**

### **7.3.1 DEFINITION**

A CCD is a written unilateral order to Contractor signed by the Owner and directing performance of the Work or directing a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

### **7.3.2 USE TO DIRECT CHANGE**

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

## **7.4 REQUEST FOR INFORMATION (“RFI”)**

### **7.4.1 DEFINITION**

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

### **7.4.2 SCOPE**

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

### **7.4.3 RESPONSE TIME**

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

retention in addition to any other remedies which Owner may have the right to pursue.

#### **7.4.4 COSTS INCURRED**

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

### **7.5 REQUEST FOR PROPOSAL (“RFP”)**

#### **7.5.1 DEFINITION**

An RFP is Owner’s written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

#### **7.5.2 SCOPE**

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

### **7.6 CHANGE ORDER REQUEST (“COR”)**

#### **7.6.1 DEFINITION**

A COR (including but not limited to a “proposed change order” or “PCO”) is any written request submitted by the Contractor asking the Owner for a change in the Contract Documents, including a request for additional money or time. However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Contractor’s entitlement to the requested change.

#### **7.6.2 CHANGES IN PRICE**

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

#### **7.6.3 CHANGES IN TIME**

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

## 7.7 PRICE OF CHANGE ORDERS

### 7.7.1 SCOPE

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

### 7.7.2 DETERMINATION OF COST

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

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

#### 1. **Daily Reports by Contractor.**

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

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

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

d) Equipment: Show type of equipment, size, identification number,

and hours of operation, including, if applicable, loading and transportation.

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

**2. Basis for Establishing Costs.**

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

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

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

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

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

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

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

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment,

and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

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

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

f) Overhead and profit. For overhead, including direct and indirect costs, submit documentation with the COR for all such costs. Overhead costs include, but are not limited to, job site or field overhead costs (including job site or field office), home office overhead costs, insurance costs, administrative costs, Site superintendent costs, general foreman costs, vehicle costs, cleaning costs, off-Site supervision, COR and CO preparation, negotiation, and research costs for Owner-initiated changes, delay costs, project interference and disruption costs, additional guaranty and warranty duration costs, additional temporary protection costs, additional temporary utilities costs, additional material handling costs, additional safety equipment costs, and any other costs for supplies, equipment, facilities or services not physically incorporated into the extra work or Work to be performed but necessary for completion of the extra work or Work. For extra work performed by the Contractor, the maximum markup for overhead and profit is 15% of the total of its materials, labor, and equipment costs (see above). For extra work performed by a subcontractor, that subcontractor's maximum markup for overhead and profit is 15% of the total of its materials, labor, and equipment costs (see above); and the maximum markup for overhead and profit that may be applied by the Contractor (or applied by any subcontractor in a tier higher than the subcontractor that performed the extra work) is 5% of the total submitted to the Contractor (or the total submitted to any higher tier subcontractor).

### 7.7.3 **FORMAT FOR PROPOSED COST CHANGE**

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

**EXTRA**      **CREDIT**

A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, then add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of Subcontractor's portions.	_____	_____
F. Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit for the portion of the Work in Item G performed by subcontractors, not to exceed five percent (5%).	_____	_____
I. General Contractor's Overhead and Profit for the portion of the Work in Item G performed by Contractor, not to exceed fifteen percent (15%).	_____	_____
J. Subtotal	_____	_____
K. Bond premium increase (not to exceed one percent (1%) of Item J).	_____	_____
L. TOTAL	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Contractor may not recover any mark ups for overhead or profit.

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

#### **7.7.4 DISCOUNTS, REBATES, AND REFUNDS**

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

#### **7.7.5 ACCOUNTING RECORDS**

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

#### **7.7.6 NOTICE REQUIRED**

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

#### **7.7.7 APPLICABILITY TO SUBCONTRACTORS**

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

#### **7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME**

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

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

##### **8.1.1 CONTRACT TIME**

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

##### **8.1.2 NOTICE TO PROCEED**

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

##### **8.1.3 DAYS**

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

#### **8.2 HOURS OF WORK**

##### **8.2.1 SUFFICIENT FORCES**

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

##### **8.2.2 PERFORMANCE DURING WORKING HOURS**

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

##### **8.2.3 LABOR CODE APPLICATION**

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

per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

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

#### **8.2.4 COSTS FOR AFTER HOURS INSPECTIONS**

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

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

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

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

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

### **8.3 PROGRESS AND COMPLETION**

#### **8.3.1 TIME OF THE ESSENCE**

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

#### **8.3.2 NO COMMENCEMENT WITHOUT INSURANCE**

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing,

commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

### **8.3.3 EXPEDITIOUS COMPLETION**

The Contractor shall perform the Work diligently and expeditiously, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

## **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

Contractor waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

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

The Contractor shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

- (a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of bidding;
- (c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract)

with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unusual and uncommon delays by utility companies, unusual and uncommon delays by other government agencies, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any time extensions caused by factors beyond the Owner's control about which Contractor knew, or reasonably should have known, at the time of bidding, such as usual or common weather, usual or common delays by utility companies, or usual or common delays by other government agencies.

#### **8.4.2 COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance, or a delay caused by another government agency; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

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

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

#### **8.4.4 EARLY COMPLETION**

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

#### **8.4.5 LIQUIDATED DAMAGES**

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

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

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

#### **8.5 GOVERNMENT APPROVALS**

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

### **ARTICLE 9**

#### **PAYMENTS AND COMPLETION**

##### **9.1 CONTRACT SUM**

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

##### **9.2 COST BREAKDOWN**

###### **9.2.1 REQUIRED INFORMATION**

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

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

- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

## **9.2.2 OWNER ACCEPTANCE REQUIRED**

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

## **9.3 APPLICATIONS FOR PAYMENT**

### **9.3.1 PROCEDURE**

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

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;

- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason;
- J. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and
- K. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### 9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

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

### 9.3.3 WARRANTY OF TITLE

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

## 9.4 REVIEW OF PROGRESS PAYMENT

### 9.4.1 OWNER ACCEPTANCE

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

### 9.4.2 OWNER'S REVIEW

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under Section 9.3, including all supporting documents required by Section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the

Contractor's right to payment; or

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

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

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

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;

- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent allowance;
- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor written notice of the items for which Owner is withholding amounts from a progress payment.

If Contractor claims a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Contractor otherwise disputes any progress payment or lack thereof, then within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed progress payment Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

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

Despite any withholding from a progress payment, or any other dispute about a progress payment, Contractor shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.7, 7.1.1, 8.3.1, and 8.3.3.

#### **9.5.2 PAYMENT AFTER CURE**

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

#### **9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

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

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1 PAYMENTS TO CONTRACTOR**

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment ("properly submitted" means in compliance with the law and the Contract Documents, including submittal of all documents required to accompany the Application [see Section 9.3.1, above]), Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or

“retention”). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

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

#### **9.6.2 PAYMENTS TO SUBCONTRACTORS**

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

#### **9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION**

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

#### **9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT**

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

#### **9.6.5 PAYMENT TO SUPPLIERS**

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

#### **9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

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

### 9.6.7 JOINT CHECKS

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

## 9.7 COMPLETION OF THE WORK

### 9.7.1 CLOSE-OUT PROCEDURES

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

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

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

Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq.*

### 9.7.2 COSTS OF MULTIPLE INSPECTIONS

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

## **9.8 PARTIAL OCCUPANCY OR USE**

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

For such partial occupancy, the Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, and the period for correction of the Work under the Contract Documents. If the Owner and Contractor cannot reach agreement in writing, then the Owner may take partial occupancy and direct Contractor to perform Work as the Owner deems necessary; and if the Contractor believes that any of the directed Work requires additional compensation or time, then Contractor may seek an adjustment of compensation or time pursuant to Section 4.5, above.

When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

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

## **9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION**

### **9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT**

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

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

### **9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT**

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

fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

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

### 9.9.3 RELEASE OF RETAINAGE

Owner shall withhold not less than 5% of the Contract Sum ("retainage," or "retention") until Completion and acceptance of the Project, per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner

from retention or based on a late payment or late release of retention, or if Contractor otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

#### **9.10 SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

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

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

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

### **ARTICLE 10**

#### **PROTECTION OF PERSONS AND PROPERTY**

##### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

###### **10.1.1 CONTRACTOR RESPONSIBILITY**

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

### **10.1.2 SUBCONTRACTOR RESPONSIBILITY**

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

### **10.1.3 COOPERATION**

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

### **10.1.4 ACCIDENT REPORTS**

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

### **10.1.5 FIRST-AID SUPPLIES AT SITE**

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

## **10.2 SAFETY OF PERSONS AND PROPERTY**

### **10.2.1 THE CONTRACTOR**

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

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, equipment, tools, construction equipment, and machinery to be incorporated therein or necessary for the proper execution and Completion of the Work, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

## **10.2.2 CONTRACTOR NOTICES**

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

## **10.2.3 SAFETY BARRIERS AND SAFEGUARDS**

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

## **10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL**

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

## **10.2.5 FINGERPRINTING**

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

## **10.3 PROTECTION OF WORK AND PROPERTY**

### **10.3.1 PROTECTION OF WORK**

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Contractor shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Contractor shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

### **10.3.2 PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper

protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

### **10.3.3 SHORING AND STRUCTURAL LOADING**

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

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

### **10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES**

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

### **10.3.6 SITE ACCESS**

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

### **10.3.7 PROTECTION OF MATERIALS**

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or

damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

## **10.4 EMERGENCIES**

### **10.4.1 EMERGENCY ACTION**

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

### **10.4.2 ACCIDENT REPORTS**

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

## **10.5 HAZARDOUS MATERIALS**

### **10.5.1 DISCOVERY OF HAZARDOUS MATERIALS**

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

### **10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS**

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

approved by the appropriate government agency.

### **10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR**

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

### **10.5.4 NATURALLY OCCURRING ASBESTOS**

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

### **10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

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

### **10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION**

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

### 10.5.7 ARCHEOLOGICAL MATERIALS

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

## ARTICLE 11

### INSURANCE AND BONDS

#### 11.1. CONTRACTOR'S LIABILITY INSURANCE

##### 11.1.1 LIABILITY INSURANCE REQUIREMENTS

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

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

- 11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

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

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

#### **11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

#### **11.1.3 OWNER'S INSURANCE**

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

#### **11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Contractor shall name, on any policy of insurance, the Owner (including its authorized representatives; see Section 2.1, above) as additional insureds. Subcontractors shall name the Contractor and the Owner as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the

additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

#### **11.1.5 WORKERS' COMPENSATION INSURANCE**

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

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

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

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

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a large earthquake [i.e., one above 3.5 magnitude on the Richter Scale] up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

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

#### 11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts and awards an alternate bid by Contractor for insurance coverage for a tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

#### 11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts and awards an alternate bid by Contractor for insurance coverage for an earthquake over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

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

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

#### 11.1.8 FIRE INSURANCE

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

to the Owner.

#### 11.1.9 OTHER INSURANCE

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

#### 11.1.10 PROOF OF CARRIAGE OF INSURANCE

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

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

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

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

#### 11.1.11 COMPLIANCE

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

## **11.2 PERFORMANCE AND PAYMENT BONDS**

### **11.2.1 BOND REQUIREMENTS**

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

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

### **11.2.2 SURETY QUALIFICATION**

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

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

##### **12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS**

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

##### **12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED**

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

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

## **12.2 CORRECTION OF WORK; WARRANTY**

### **12.2.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct Work rejected by the Owner prior to Completion for failure to conform to the requirements of the Contract Documents. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

### **12.2.2 REMOVAL OF NONCONFORMING WORK**

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

### **12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT**

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

### **12.2.4 COST OF CORRECTING THE WORK**

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

### **12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)**

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

### **12.2.6 NO TIME LIMITATION**

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents (including but not limited to a patent or latent deficiency).

### **12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT**

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

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

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

## **13.2 SUCCESSORS AND ASSIGNS**

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

## **13.3 WRITTEN NOTICE**

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

## **13.4 RIGHTS AND REMEDIES**

### **13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE**

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

### **13.4.2 NO WAIVER**

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

## **13.5 TESTS AND INSPECTIONS**

### **13.5.1 COMPLIANCE**

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

### **13.5.2 INDEPENDENT TESTING LABORATORY**

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

### **13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD**

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

### **13.5.4 TESTING OFF-SITE**

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

### **13.5.5 ADDITIONAL TESTING OR INSPECTION**

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

### **13.5.6 COSTS FOR RETESTING**

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

### **13.5.7 COSTS FOR PREMATURE TEST**

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

### **13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK**

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

## **13.6 [INTENTIONALLY LEFT BLANK]**

### **13.7 TRENCH EXCAVATION**

#### **13.7.1 TRENCHES GREATER THAN FIVE FEET**

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

#### **13.7.2 EXCAVATION SAFETY**

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

#### **13.7.3 NO TORT LIABILITY OF OWNER**

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

#### **13.7.4 NO EXCAVATION WITHOUT PERMITS**

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

## **13.8 WAGE RATES**

### **13.8.1 WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s governing board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

### **13.8.2 HOLIDAY AND OVERTIME PAY**

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

### **13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS**

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

### **13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION**

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

### **13.8.5 FORFEITURE AND PAYMENTS**

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

wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

#### **13.8.6 MINIMUM WAGE RATES**

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

#### **13.8.7 PER DIEM WAGES**

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

#### **13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES**

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

### **13.9 RECORD OF WAGES PAID: INSPECTION**

#### **13.9.1 APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

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

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

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

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

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

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

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

inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

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

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

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

## 13.10 APPRENTICES

### 13.10.1 APPRENTICE WAGES AND DEFINITIONS

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

apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

### **13.10.2 APPRENTICE LABOR POOL**

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

### **13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**

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

#### 13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

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

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

#### 13.10.5 RATIO EXEMPTION

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

### **13.10.6 APPRENTICE FUND**

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

### **13.10.7 PRIME CONTRACTOR COMPLIANCE**

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

### **13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

### **13.10.9 NO BIAS**

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

### **13.10.10 VIOLATION OF LABOR CODE**

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

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

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

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

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

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

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

### **13.11 ASSIGNMENT OF ANTITRUST CLAIMS**

#### **13.11.1 APPLICATION**

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

#### **13.11.2 ASSIGNMENT OF CLAIM**

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such

demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

### 13.12 **AUDIT**

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

During the progress of the Work and for three (3) years after Completion of the Work, Owner shall also have the right to an audit of all of Contractor's books, records, subcontracts, material and equipment contracts, files, and information related to the Contract, and Contractor must cooperate by producing all requested items within seven (7) days for inspection or copying by Owner.

### 13.13 **STORM WATER DISCHARGE PERMIT**

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

### 13.14 **USE OF LEAD PAINT, PLUMBING, ETC. PROHIBITED** {TC "13.14 USE OF LEAD PAINT, PLUMBING, ETC. PROHIBITED"}

New school facilities under construction, or school facilities undergoing a modernization or renovation program, shall not utilize lead-based paint, lead plumbing or solders, or other potential sources of lead contamination (added by stats. 1992, c. 1317 (A.B. 1659) of General Education Code Provisions).

The California Health and Safety Code, Section 116875, effective January 1, 2010, states in part and requires that, no person shall use any pipe, pipe or plumbing fitting or fixture, or solder or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing for human consumption.

Water from new, contractor-installed drinking water fixtures shall meet current EPA

requirements for drinking water. Drinking water fixtures will be considered non-compliant items subject to correction at no additional cost to the Owner. Drinking water fixtures include all fixtures that are likely sources of drinking water including but not limited to; drinking fountains, classroom sinks and bubblers, kitchen sinks, faculty sinks and nurse sinks.

Contractor shall adequately flush all newly installed drinking water fixtures prior to testing. Drinking water fixtures shall be flushed multiple times daily for a minimum of two weeks prior to testing.

Where drinking water fixtures have been installed but not tested, or where drinking water fixtures have not met the requirements specified herein, Contractor shall flush each fixture multiple times per day and maintain a detailed and accurate flushing log until such time acceptable testing results are achieved. At a minimum, Contractor shall be required to flush each drinking water fixture prior to the start of school each day.

Flushing logs must include dates, times and duration for each flushing event at each fixture. Contractor must sign and certify flushing logs are true and accurate and submit to the Owner on a weekly basis.

Upon completion of final cleaning, Contractor shall request final test and acceptance of dust wipe sampling for lead. Contractor shall give the Owner and Owner's Environmental Consultant forty-eight (48) hours written notice, excluding weekends and Owner holidays, of when and where testing is required. All test and acceptance dust wipe samples shall be below 10 micrograms of lead per square foot prior to occupancy.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

Contractor may not terminate performance for convenience. Contractor may only terminate performance for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable

overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

### **14.2.1 GROUNDS FOR TERMINATION**

The Owner may terminate performance of the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work to meet a Milestone Deadline or to Complete within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

### **14.2.2 NOTIFICATION OF TERMINATION**

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). Owner has the discretion to include in its Notice of Intent to Terminate an option for the Contractor to reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete.

Owner may terminate the performance of the Contract if (a) Contractor fails to completely cure the grounds for termination within seven (7) days, and (b) Contractor fails to reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete (if Owner had offered this alternative to Contractor in its Notice of Intent to Terminate). Such termination shall be effective immediately upon service of a written Notice of Termination, and Owner may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"), do the following:

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient, including the tender of Completion to the Surety or the hire of another contractor to Complete the Work.

#### 14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

#### 14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

#### 14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### 14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

#### 14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 *Adjustments.* An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

- B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 **Adjustments for Fixed Cost.** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

#### 14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### 14.4 **NOT A WAIVER**

Any suspension or termination by Owner of performance by Contractor for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

#### 14.5 **MUTUAL TERMINATION FOR CONVENIENCE**

The Contractor and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

#### 14.6 **EARLY TERMINATION**

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

the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

*To be completed by the Prime Bidder*

**PART I – IDENTIFICATION INFORMATION**

BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.

**PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS** – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
<b>A.</b> <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
<b>B.</b> <input type="checkbox"/> <i>is Disabled Veteran owned <b>but is unable</b> to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
<b>C.</b> <input type="checkbox"/> <i>is <b>not</b> Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
<b>D.</b> <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

*Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.*

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	<b>BASE BID/PROPOSAL</b>	<b>ALTERNATE #1</b>	<b>ALTERNATE #2</b>	<b>ALTERNATE #3 OR BASE BID B</b>	<b>ALTERNATE #4 OR BASE BID C</b>	<b>ALTERNATE #5 (Modernization or Reconstruction Only)</b>
A. Prime Bidder, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

# PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

### GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

### PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
4. Write "recorded message" in this column, if applicable.			

**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

*Attach copies of advertisements to this form.*

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

**PART III – 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 the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was <b>not</b> 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	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. 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 Chief Executive Officer 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.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**(To be Executed by Bidder and Submitted With Bid)**

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

**OPTION #1 - CERTIFICATION**

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

<i>Bidder 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>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

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

<i>Bidder 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>

**SECTION 01 30 00**  
**Administrative Requirements**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Project Management and Coordination: Project Coordination, Mechanical and Electrical Coordination, Project Meetings.
- B. Construction Progress Documentation: Construction Progress Schedule, Construction Photographs, Two-week Look Ahead Schedule.
- C. Submittal Procedures: Shop Drawings, Product Data, Samples, Source Quality Control Reports, Deferred Approval Items, Finishes Materials Schedule, Coordinated Drawings.

1.2 PROJECT COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installation, for maintenance, and for repairs.
- D. In locations where several elements of mechanical and electrical Work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for any portions of Work designated for Owner's occupancy.

- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

### 1.3 PRECONSTRUCTION MEETING

- A. Architect will schedule meeting after Notice of Award.
- B. Attendance Required: Architect, Prime Contractors, Major Subcontractors, and key Owner personnel.
- C. Agenda:
  - 1. Contract Agreement:
    - a. Transmit signed originals of the Agreement to the Owner.
    - b. Transmit Attachment Certifications to the Owner.
    - c. Transmit Performance and Payment Bonds to the Owner.
    - d. Transmit Certificates of Insurance to the Owner.
    - e. Review General and Supplementary Conditions.
  - 2. Receive documentation from Contractor:
    - a. Construction Progress Schedule.
    - b. Schedule of Values.
    - c. List of Subcontractors with addresses and phone numbers.
    - d. List of Submittals and estimated date of submittal.
  - 3. Project Administration:
    - a. Application for Payment, Lien Release, Record Drawings.
    - b. Change Order Requests, Change Orders, Request For Proposals, Construction Change Directive Instruction Bulletins. Preparation of Change Orders by Architect according to 2025 California Administrative Code, Code of Regulations Title 24 Part 1.
    - c. Submittals
    - d. Deferred Approval Submittals
    - e. Substitution procedures.

- f. Site Meetings.
  - g. Testing Laboratory.
  - h. Verified Reports.
4. Special Owner Conditions:
- a. Temporary Facilities.
  - b. Owner Occupancy.
  - c. Work by Owner.
  - d. Access to Site - Owner Contact.
5. Construction Process:
- a. Contractor shall discuss overview of construction.
  - b. Contractor shall identify items to be selected by Architect/Owner and date selections must be made.
  - c. Contractor shall review special requirements for equipment, safety, and noise.
- D. Architect will record minutes and distribute copies within seven days after meeting to participants and those affected by decisions made.

#### 1.4 PROGRESS MEETINGS

- A. Architect Owner's Representative will schedule and administer meetings throughout progress of Work as needed.
- B. Architect Owner's Representative will make arrangement for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Project Coordinator, Prime Contractors, Major Subcontractors and Suppliers, Project Inspector, key Owner personnel and Architect as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.

4. Identification of problems that impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of Construction Progress Schedule.
  7. Corrective measures to regain projected schedules.
  8. Maintenance of quality and work standards.
  9. Effect of proposed changes on progress schedule and coordination.
  10. Other business relating to Work.
  11. Deferred Approval submittals and timelines.
  12. Review of Mockup Assembly.
- E. Architect will record minutes and distribute copies within seven days after meeting to participants, and those affected by decisions made.

#### 1.5 PRE-INSTALLATION MEETING

- A. When required in individual Specification Sections, convene pre-installation meeting before starting Work of Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related Work.
- E. Contractor shall record minutes and distribute copies within three days after meeting to participants, Architect and those affected by decisions made.

#### 1.6 SUBMITTAL PROCEDURES

- A. General Contractor shall transmit separate request for EACH Section submittal directly to Architect.
  1. Include job number as it appears on Contract Documents.
  2. Include local review authority approval number, if applicable.

3. Information to included, but not limited to:
  - a. Product Data Sheets
  - b. Safety Data Sheets
  - c. Fabrication Guidelines
  - d. Installation Guidelines
  - e. Product Warranties
  - f. Shop Drawings, including:
    1. Fabrication Details.
    2. Types per location.
4. Submittals for all items requiring color selection must be received before any will be approved.
5. Refer to associated and related individual specification sections for additional requirements.
- B. Sequentially number transmittal forms. Re-submittals shall have original number with alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
  1. Provide name telephone number of individual who may be contacted for further information.
- D. Apply Contractor's dated stamp with Contractor's original signature or initials affixed thereto, certifying that review, verification of products required field dimensions, adjacent construction Work, and coordination of information is according to requirements of Work and Contract Documents. Stamped signatures or initials are not acceptable.
- E. Schedule submittals to expedite Project. Coordinate submission of related items.
  1. Make submittals according to Construction Schedule and adequate enough in advance of scheduled dates of installation to provide required time for reviews for securing necessary approvals for possible revision and re-submittal and for placing orders and securing delivery.
  2. Schedule submittals such that related materials and assemblies that support or are affected by the submitted materials are either submitted simultaneously or in order of installation sequence such that impacts and

coordination can be evaluated as part of the review.

3. Late submittals, not in accordance with the "Schedule for Submission of Shop Drawings, Product Data and Samples" and the Construction Schedule, will not be considered an acceptable reason for initiating a substitution requests caused by late ordering and procurement of materials.
- F. Identify variations from Contract Documents and Product or system limitations that is detrimental to performance of completed Work.
- G. Substitutions: Submit only as approved per Section 01 62 00 Product Options and Substitutions, state effect of approved substitution on construction schedule, and changes required in other work or products.
- H. Owner-Directed Substitution Approval: Substitution submittals specifically directed by Owner to be approved by the Architect for this project shall pertain to a specific item only. The Architect's stamped approval of Owner-Directed Substitution does not constitute approval for any other item, other projects or parts of project. A Change Order shall be prepared to effect the Owner's authorization of Owner-Directed Substitution.
- I. Provide space for Contractor and Architect review stamps.
- J. Revise and resubmit submittals in their entirety, identify changes made since previous submittal.
- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- L. Determine and verify field dimensions and conditions, materials, catalog numbers and similar data.
- M. Coordinate as required with all trades and all public agencies involved.
- N. Unless otherwise specifically authorized by Architect, make submittals in groups containing associated items within the same Section. Architect may reject partial submittals as not complying with provisions of this Section.
- O. Where individual Sections require structural calculations, prepare submittal under direction of qualified California Licensed Structural Engineer and shall bear the Engineer's stamp and signature.
- P. Submittals for Deferred Approved Items, refer to listed items in this Section and the specific requirements therein in addition to requirements above.

## 1.7 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit Preliminary Construction Progress Schedule in duplicate within 15

calendar days after Notice to Proceed for Architect's review:

1. Schedule shall reflect amount of time stipulated in Agreement.
  2. If the Contractor proposes an earlier completion dated than stipulated in the Agreement, Change Order will be issued reflecting revised completion date at no change in Contract Sum.
- B. Revise and resubmit as required.
- C. Scheduling may utilize programs including: Microsoft Project Schedule, Primavera Project Planner (P3), Primavera SureTrack Project Manager, Meridian Project Systems or similar programs addressing the requirements.
- D. Submit computer generated network analysis diagram using Critical Path Method, generally as outlined in Associated General Contractors of America (AGC) publication "Construction Planning and Scheduling", 2011 Edition.
- E. Indicate complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates and duration. Ownership of float time is shared commodity, not for exclusive use by either party. Use float time to make up Work behind schedule until float time is depleted. Submittals returned in less time than allowed by contract, shall be used to reduce Contractor time extension requests.
- F. Indicate Milestones and target date and their activities including completion dates.
- G. No Time extensions will be granted nor delay damages paid until a delay occurs that impacts the schedule consumes all available float or contingency time available, and extends the work beyond the contract completion date.
- H. Indicate estimated percentage of completion for each item of Work at each submission.
- I. Schedule for Submission of Shop Drawings, Product Data and Samples: Incorporate "Schedule for Submission of Shop Drawings, Product Data and Samples" in Construction Progress Schedule. This schedule shall include submittal dates required for shop drawings, product data, samples and product delivery dates, including Deferred Approval Items and including those items furnished by Owner. Provide time in schedule for Architect's review of submittals according to Contract Timetable. Allow 21 calendar days for submittals requiring consultant's review.
- J. Submit revised schedules with each Application for Payment identifying changes since previous version.

- K. As a minimum allow 15 calendar days in schedule for final inspections before final acceptance. Include time to correct punch list items prior to final acceptance.

## 1.8 COORDINATED DRAWINGS

- A. Submit drawings that indicate routing, locations sizes, types and number of components in concealed spaces where potential conflict may occur between structures, mechanical, electrical, Automatic Fire Sprinkler System (AFSS), communications and ceiling suspension systems.
- B. Indicate locations of ceiling penetrations and surface-mounted items. Provide cross sections at areas to indicate proper support of ceilings and non-interference with work of other Sections of specifications. Cross sections shall indicate coordination required and proposed solutions for routing of elements where potential conflict exists. Reproduction of Architect's reflected ceiling plan is not acceptable.
- C. Drawings shall be based on field measurements, shop drawings and product data.
- D. Conflicts shall be brought to Architect's attention immediately.
- E. Submit to Architect, in writing requests for clarification or interpretations that will affect intent and/or scope of Contract Documents.
- F. Coordinated drawings shall indicate each class of Work in affected area. Drawing or written submittal shall include Contractor's recommendations for solution of any potential conflicts as well as recommendations tendered by any Work of any Section of Specifications which may be affected thereby.
- G. Submit coordinated drawings in scale of not less than 1/8" = 1'-0" with necessary sections and profiles at an appropriate, clearly readable enlarged scale. Submit coordinated drawings as one electronic (CD) copy and one bond (hard) Copy.
- H. Architect will review submittals, make appropriate notations and comments to ensure solution meets intent of Contract Documents and then return to Contractor for implementation.
- I. Contractor shall be responsible for proper coordination of Work of Sections of Specifications in execution of coordinated drawings. Installation of materials, components or equipment under one Section of Specifications without full and complete, agreement, knowledge and consent by fabricators of adjacent or otherwise related or affected Work will not be approved.
- J. It shall be incumbent upon Contractor that fabricators of Work involved in

execution of coordinated drawings be informed, consulted and advised in sufficient advance time to arrive at solutions where no extension of contract time for extra cost to Owner will be approved due to Contractor's negligence in expeditious, timely submittal of coordinated drawings.

## 1.9 SHOP DRAWINGS

- A. Within 15 days from Notice to Proceed, submit to Architect for review and acceptance, "Schedule, for Submission of Shop Drawings, Product Data and Samples" (Submission Schedule) listing required submittals and review dates. Schedule shall allow sufficient time for checking by Architect Incorporate Submission Schedule in Construction Progress Schedule. Days: Calendar Days:
  - 1. Additionally, submit all Shop Drawings, Product Data and Samples according to the following guidelines. Guidelines are provided to allow Architect and Engineers adequate time for review and is not intended to dictate contractor's means and methods:
    - a. Contract of 180 to 270 days: Submit within 45 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 10 days, and Architect 15 days to respond.
    - b. Contract of 270 to 360 days: Submit within 60 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 10 days, and Architect 15 days to respond.
    - c. Contract of 360 to 450 day: Submit within 60 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 15 days and Architect 21 days to respond.
    - d. Contract of 450 days and longer: Contractor to schedule submittals. Architect shall have no less than 30 days to respond. Re-submittals: allow Contractor 15 days and Architect 21 days to respond.
- B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to Project will not be approved as shop drawings.
- C. Shop drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. include following information:
  - 1. Dimensions
  - 2. Identification of products and materials included.

3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
- D. Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8-1/2" x 11", but not larger than 30" x 42".
- E. Contractor shall review, stamp with his approval as herein required, and submit with reasonable promptness and in orderly sequence, according to Submittal Schedule, all shop drawings required by Contract Documents or subsequently by Architect as covered by modifications. Shop drawings shall be, properly identified. At time of submission Contractor shall inform Architect in writing and with highlighted annotation on shop drawings of any deviation in shop drawings from requirements of Contract Documents.
- F. Stamp: Each page of shop drawings shall bear Contractor's stamp, which shall signify Contractor's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated information contained in shop drawings. Each stamp shall be accompanied by wet signature or initial of employee of Contractor who may be contacted for information. Stamped signatures or initials are not acceptable.
- G. Method of Review: Comments or corrections will be noted on reproducible and/or electronic documents and returned to Contractor, who shall identify all changes made since previous submittal and resubmit in same manner. When reviewed, reproducible and/or electronic document will be stamped and returned to Contractor who shall make distribution of copies as required.
- H. Processing Time
1. Allow enough time for submittal review, including time for re-submittals, as follows:
    - a. Time for review shall commence on Architects receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals. .
    - b. In accordance with the Schedule for Submission of Shop Drawings, Product Data and Samples. Review of each submittal for conformance with design concept of Project and with information given In Contract Documents. Architect's favorable review of a. separate item shall not indicate acceptance of assembly in which that item functions. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must

be delayed for coordination.

- c. Submittals requiring Consultants' Review: Where review of submittals by Architect's consultants is required, allow minimum 21 calendar days for review of each submittal.
- I. Re-submittal Review: In accordance with the Schedule for Submission of Shop Drawings, Product Data and Samples for each re-submittal.
- J. Submittal of shop drawings to Architect shall be made by Contractor with dated transmittal form or letter, and not by subcontractors or suppliers.
- K. Architect's review of shop drawings shall not relieve Contractor of responsibility for any deviation from requirements of Contract Documents unless Contractor has informed Architect in writing of such deviation at time of submission and Architect has given written acceptance to specific deviation, nor shall Architect's favorable review relieve Contractor from responsibility for errors or omissions in shop drawings.
- L. No portion of Work requiring shop drawings shall be commenced until shop drawings have been returned with favorable review by Architect.
- M. At Contractor's option, he may request and if Architect approves use Architect's computer-generated drawings in electronic format with costs incurred by this requests payable to Architect. Contractor's request must be in writing with list of drawings requested and CAD format required. Contractor assumes all liability for accuracy of shop drawings if he opts to use Architects drawings. Software for CAD formats requested by Contractor not currently available to Architect will be provided by Contractor at his own expense. Complete Cad Drawing Request Form at the end of this Section for request.
  1. Engineers' Drawings, CAD engineers' drawings are available only at discretion of the Engineer.

#### 1.10 PRODUCT DATA

- A. Submit within time required by Shop Drawings.
- B. Submit PDF electronic document or six (6) reproducible copies. Four (4) copies will be retained by Architect.
- C. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- D. After review, distribute and provide copies for Record Documents.

## 1.11 SAMPLES

- A. Submit within time required by Shop Drawings.
- B. Submit samples to illustrate functional and aesthetic characteristics of product with integral parts and attachment devices. Coordinate sample submittals for interfacing Work.
- C. Submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for Architect selections, or in custom colors selected.
- D. Include identification on each sample with full Project information.
- E. Submit minimum of three (3) samples or as, specified in Individual Sections of Specifications, two (2) of which will be retained by Architect.
- F. Reviewed samples which may be used in the Work are indicated Sections of the Specifications, two (2) of which will be retained by the Architect.
- G. Selection or rejection of samples will be determined by Architect in writing.
- H. Colors: Materials that are visually related to other finishes require that subcontractors submit their samples before normally scheduled in order that color selection can be made for other items that are scheduled to be ordered earlier in construction schedule. Complete submittal of color charts and color samples shall be made before related colors will be selected Architect. Contractor shall be responsible to coordinate submittal schedules so as not to delay Work.

## 1.12 FINISHES MATERIALS SCHEDULE

- A. Submit in accordance with Submittal Procedures.
- B. Submit Schedule verifying lead times of materials and products as noted in Finish Schedule.

## 1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturer's printed instruction for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

## 1.14 MANUFACTURER'S CERTIFICATIONS

- A. When specified in individual Specification Sections, submit manufacturer's

certificate to Architect for review in quantities specified for product data.

- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

#### 1.15 SPECIAL PROCEDURES - ACCELERATION OF THE WORK

- A. If, in judgment of Architect or Owner, it becomes necessary at any time to accelerate Work or portion thereof, Contractor, when ordered or directed by Architect or Owner, shall deploy workers in such portions of Project where directed to enable others to properly engage and carry on their work.
  - 1. If circumstances require that entire Work or portion thereof be completed at date earlier than Contract Completion Date as adjusted by change orders, Contractor, when ordered or directed by Owner or Architect, shall increase his forces, equipment, hours of work, and/or number of shifts and shall expedite delivery of materials to meet the altered completion date or dates ordered or directed. Any increase in cost to Contractor in compliance with such orders or directives will be adjusted in accordance with Contact Documents.
- B. If, in judgment of Architect or Owner, Work is behind schedule and rate of placement-of work is inadequate to regain scheduled progress so as to ensure timely completion of Work or separable portion thereof, Contractor, when so informed by Architect or Owner, shall immediately take action to increase rate of Work placement.
  - 1. This shall be accomplished by anyone or combination of following or other suitable measures:
    - a. An increase in working forces.
    - b. An increase in equipment or tools.
    - c. An increase in hours of work or number of shifts.
    - d. Expediting delivery of materials.
  - 2. Contractor shall, within ten (10) calendar days after being so informed, notify Architect of specific measures taken and/or planned to increase rate of progress together with estimate of when scheduled progress will be regained. Should plan of action be deemed inadequate by Architect or Owner, Contractor will take additional steps or make adjustments as necessary to his plan of action until it meets with Architect's or Owner's approval.

3. Acceleration of Work will continue until scheduled progress is regained. Scheduled progress shall be established from latest revised approved progress schedule for Project.
  4. Timely completion will be understood as Contract Completion Date as revised by all-time extensions granted at time acceleration is undertaken.
  5. Contractor shall not be entitled to additional compensation for additional effort he applies to Work under terms of this sub-paragraph.
- C. Any directive or order to accelerate Work will be in writing. Any directive or order terminating accelerated Work will be in writing.

#### 1.16 DEFERRED APPROVAL ITEMS

- A. N/A.

#### 1.17 SPECIAL TESTING

- A. As required by State Fire Marshal Directive dated April 8, 1986, fire or smoke dampers shall be tested for specified performance in presence of Project Inspector. In event of unsatisfactory performance of any damper unit shall be replaced or repaired and retested in presence of Project Inspector at no cost to Owner.
- B. Not more than one tenth of fire or smoke dampers in construction up to one hour rated shall be tested for specified performance in presence of representative of State Fire Marshal's Office. Representative will witness activation of fire dampers in 2-hour or greater fire rated construction. In event of unsatisfactory performance of any damper unit shall be replaced or repaired and re-tested in presence of Fire Marshal at no cost to Owner. Random selection of dampers requiring testing shall be as directed by Fire Marshal. Contractor shall be responsible for scheduling and coordinating damper testing procedures.

#### 1.18 TWO-WEEK LOOK AHEAD SCHEDULE

- A. Submit a Two Week Look Ahead Schedule at each progress meeting which shall contain the following:
1. Be plotted in bar chart or time scale logic format and be of such size that all activity numbers and descriptions are clearly legible.
  2. Be sorted by sub-contractor responsibility, actual start, early start and total float.
  3. Include activity ID, description and float for each activity.

4. Include all activities, completed, in progress and scheduled to start within the time frame of the date minus one week to the data date plus two weeks.
5. Schedule shall be updated and provided at each regular progress meeting for review and comparison to approved project schedule status.

## PART 2 - PRODUCTS

### 2.1 MOTOR HORSEPOWER -MECHANICAL AND ELECTRICAL COORDINATION

- A. In general, motors larger than 1/2 Hp shall be three phase, motors 1/2 Hp or less shall be single phase.
- B. Voltage and phase of motors as scheduled on electrical drawings shall take precedence in case of conflict between mechanical and electrical drawings or requirements 2.01 A., above.
- C. Under Work of Divisions 21, 22, and 23 shall include coordination of mechanical equipment with requirements of Division 26 before ordering:
  1. If motor horsepower are changed under Work of Divisions 21, 22, and 23 additional electrical cost of change shall be responsibility of Divisions 21, 22, and 23. Increase or decrease motor horsepower from that specified shall not be made without written approval from Architect.

### 2.2 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product sections; match existing products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing Work as standard.
- C. Patching shall extend to point where patching is not evident unless directed otherwise by the Architect.

## PART 3 - EXECUTION

Not used

CAD DRAWING REQUEST FORM

Date:  
Project:

Job Number:  
Project Architect:

We \_\_\_\_\_  
Contractor

Request the following listed CAD file Sheet Numbers for use in the execution of our Work under the Contract Documents of the subject project, and hereby assume all and sole responsibility of field verification and coordination with the Work of associated trades.

The Contractor further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the electronic files by the Contractor or any person or entity that acquires or obtains the electronic files from or through the Contractor without the written authorization of the Architect.

Sheet No.	Dated	Sheet Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Requested File Format  
DWG (Auto CAD, 2017)  
RVT (Revit, 2017)

Requested File Deliverable  
CD Rom  
E-MAIL (Zipped Files)

\_\_\_\_\_  
Contractor's E-mail address

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Total payment enclosed herewith at the rate of \$50.00 per sheet for Shop Drawings or As-Built Drawings: \$\_\_\_\_\_ (checks made payable to Hibser Yamauchi Architects, Inc.).  
Drawing files available within 7 days from date of receipt of request.

Contact: Hibser Yamauchi Architects, Inc.  
4602 2nd Street  
Davis, CA 94618  
Tel. (530) 758-1270/ Fax: (530) 758-4789  
\*Note: Requested Consultant Engineer's Drawings may be available at the discretion of the Consultant.

END SECTION

**SECTION 01 31 16**  
**Multiple Contract Coordination**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Requirements for coordination of mechanical and electrical items.
- B. Comply with requirements of Section 01 31 19 Project Meetings.
- C. Prepare enlarged mechanical/electrical coordination Drawings as specified in Section 01 31 19.

1.2 QUALITY ASSURANCE

- A. Mechanical/Electrical Coordinator: In addition to the Project Coordinator, provide a full time mechanical/electrical coordinator, experienced in administrative and supervisory coordination of mechanical and electrical Work of the type required for this Project:
  - 1. The mechanical/electrical coordinator is required to act as the specialized coordinator of interfaces within mechanical and electrical Work and with other Work.
  - 2. "Interface" is defined to include:
    - a. Scheduling and sequencing of mechanical/electrical Work.
    - b. Sharing of access to Work spaces.
    - c. Integration of Work placed into limited spaces available for mechanical/electrical installations.
    - d. Protection of each trade's Work by other trades.
    - e. Cutting and patching.
    - f. Tolerances.
    - g. Compatibility as a basis of selection.
    - h. Preparation of mechanical/electrical coordination drawings.
    - i. Inspections.
    - j. Systems commissioning.

- k. Tests.
  - l. Utilization of mechanical/electrical temporary facilities.
- B. Responsibility: Unless otherwise indicated, items requiring starting devices, power connection, and control wiring shall be set in place and wired in accordance with the Contract Documents.

## PART 2 - PRODUCTS

Not used

## PART 3 - EXECUTION

Not used

END OF SECTION

## SECTION 01 31 19 Project Meetings

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Preconstruction conference.
- D. Progress meetings.
- E. Pre-installation conferences.
- F. Post construction dedication.

#### 1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Prior to commencement of a particular type or kind of Work examine relevant information, Contract Documents, and subsequent data issued to the Project.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. In locations where several elements of mechanical and electrical Work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the

installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.

- G. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered Work and inspections have been completed. Verify before proceeding.
- H. Coordinate completion and cleanup of Work of separate Sections in preparation for completion and for portions of Work designated for Owner's occupancy.
- I. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- J. Coordinate all utility company work in accordance with the General Conditions.

### 1.3 FIELD ENGINEERING

- A. Contractor shall employ a Land Surveyor registered in the State of California and acceptable to the Architect.
- B. Control datum for survey is that established by Owner provided survey. Contractor shall locate and protect survey control and reference points.
- C. Replace dislocated survey control points based on original survey control.
- D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- E. Upon completion of Work, submit certificate, signed by the Land Surveyor, that elevations and locations of Work are in conformance with Contract Documents. Record deviations on Record Drawings.

### 1.4 PRECONSTRUCTION CONFERENCE

- A. The Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to project mobilization.
- B. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, Architect, Contractor, Contractor's Project Manager, and Contractor's Job/Project Superintendent.
- C. Optional Attendance: Architect's consultants, subcontractors, and utility company representatives.
- D. Architect and Construction Manager will preside at conference, and Architect will review and approve minutes prior to distribution of copies.

- E. Agenda:
1. Execution of Owner-Contractor Agreement.
  2. Issue Notice to Proceed.
  3. Submission of executed bonds and insurance certificates.
  4. Distribution of Contract Documents.
  5. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  6. Designation of responsible personnel representing the parties.
  7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  8. Scheduling.

#### 1.5 PROGRESS MEETINGS

- A. Construction Manager will schedule and administer meetings throughout progress of the Work at a minimum of once per week.
- B. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, preside at meetings, record minutes (Field Reports), and distribute copies. Architect will review and approve all minutes prior to distribution.
- C. Attendance Required: Job Superintendent, Construction Manager, Project Engineer, Inspector of Record, Architect, and subcontractors and suppliers as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings. (Field Reports)
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems, which impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.

7. Maintenance of construction schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding Work period.
10. Coordination of projected progress.
11. Maintenance of quality and Work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

#### 1.6 PRE-INSTALLATION CONFERENCES

- A. When required in individual Specification Section, Contractor shall convene a pre-installation conference prior to commencing Work of the Section. Refer to individual Specification Section for timing requirements of conference.
- B. Require attendance of parties directly affecting, or affected by, Work of the specific Section.
- C. Notify Architect four (4) days in advance of meeting date.
- D. Pre-installation conference to coincide with regularly scheduled progress meeting wherever possible.
- E. Architect shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.
- F. Review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related Work and manufacturer's recommendations.
- G. Pre-installation Schedule: As a minimum, Work being installed under the following Sections will require pre-installation conferences. Contractor shall review the technical Specifications and add all additional requirements for pre-installation meetings contained in those Sections.
  1. Section 07 54 16 Ketone Ethylene Ester (KEE) Roofing.

#### 1.7 POST CONSTRUCTION DEDICATION

- A. Attendance Required: Project Superintendent, Project Manager, major subcontractors, Owner, and Architect.
- B. Preparation prior to Dedication:

1. Assist Owner in operation of mechanical systems.

## PART 2 - PRODUCTS

Not used

## PART 3 - EXECUTION

Not used

END OF SECTION

## **SECTION 01 32 26**

### **Construction Progress Reporting**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Requirements for job site reports.

##### **1.2 COORDINATION**

- A. Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this Section and other Sections, to afford consistency and logical coordination between submitted reports or lists.
- B. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals.
- C. Make appropriate distribution of each report and updated report to entities involved in the work including Architect and Owner.
- D. Provide close coordination of progress schedule, equipment delivery schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

##### **1.3 REPORTS**

- A. Daily Reports: Prepare a daily report at the end of each working day on forms furnished by the Owner. Record information regarding that day's events at the site. Complete (typewritten) all categories on the attached form.
- B. Weekly Reports: Prepare a weekly report on the last working day of each week, recording the past week's events, progress, and problems and the next week's planned activities. Complete (typewritten) all categories on the attached form.
- C. Report Submittal: Collect all the week's daily reports and the weekly report on the last working day of the week and transmit one copy to the Owner and one copy to the Architect.
- D. Forms: Sample copies of the forms for daily and weekly reports are included at the end of this Section. Contractor's forms with equivalent data will be considered for approval by Architect and Owner, upon Contractor's request.

#### **PART 2 - PRODUCTS**

Not used

### PART 3 - EXECUTION

Not used

DAILY REPORT

Facility:

Project: \_\_\_\_\_

Project No. \_\_\_\_\_

Date: \_\_\_\_\_

Temperature: \_\_\_\_\_

Weather: \_\_\_\_\_

Report No. \_\_\_\_\_

Status of Construction:

Staffing:

Items Required of Architect/Engineer:

Items Required of Owner:

Signature: \_\_\_\_\_

WEEKLY REPORT

Facility:

Project: \_\_\_\_\_

Project No. \_\_\_\_\_

Date: \_\_\_\_\_

Report No. \_\_\_\_\_

Work Accomplished During Past Week:

Work to be Accomplished Next Week:

Status of Construction Schedule:

Critical Items Needed from District or Architect/Engineer:

Potential Problems or Delays:

Days Lost in Past Week:

Summary and Comments:

Signature \_\_\_\_\_

END OF SECTION

## SECTION 01 33 00 Submittal Procedures

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Shop Drawings.
- D. Product Data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.
- H. Deferred approval requirements.
- I. Submittal schedule.

#### 1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal in conformance with requirements of this Section.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix. Architect will not review more than 1 resubmittal for a specified product.
- C. Identify Project and Architect's project number, Contractor, subcontractor or supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review. Incomplete submittals will be returned without review.
- E. Schedule submittals to expedite the Project, and deliver to Architect. Schedule shall include all items requiring color selection to be simultaneously submitted.

- F. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received.
  - 1. Information to included, but not limited to:
    - a. Product Data Sheets
    - b. Safety Data Sheets
    - c. Fabrication Guidelines
    - d. Installation Guidelines
    - e. Product Warranties
    - f. Shop Drawings, including:
      - 1. Fabrication Details.
      - 2. Types per location.
  - 2. Submittals for all items requiring color selection must be received before any will be approved.
  - 3. Refer to associated and related individual specification sections for additional requirements.
- G. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- H. Make submittals far enough in advance of scheduled dates for installation to provide time for review and possible revisions and resubmission prior to approval and subsequent placement of orders.
- I. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- J. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps.
- L. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- M. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

- N. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

### 1.3 PROPOSED PRODUCTS LIST

- A. Within 10 calendar days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

### 1.4 SHOP DRAWINGS

- A. Submit one transparency and blue-line prints of each Shop Drawing in accordance with the submittal list. Review comments will be shown on the transparency and Contractor may make and distribute such copies as are required for his purposes. Provisions may be made for electronic transmittal at the Owner's option.
- B. After review, distribute in accordance with procedures specified above and for Record Documents described in Section 01 77 00 Closeout Procedures.
- C. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- D. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

### 1.5 PRODUCT DATA

- A. When specified in individual Specification Sections, submit copies of data for each product which Contractor requires. Provide for four copies to be retained by Architect.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with procedures specified above and provide copies for Record Documents described in Section 01 77 00 Closeout Procedures.

### 1.6 SAMPLES

- A. Submit Samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate Sample submittals for interfacing Work.
- B. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by Architect. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in Product Data and brochures. Unless otherwise indicated in individual Specification Sections, Architect may select from any range at no additional cost to Owner.
- C. Include identification on each Sample, with full Project information.
- D. Submit the number of Samples which Contractor requires, plus one which will be retained by Architect and one by the Owner.
- E. Reviewed Samples which may be used in the Work are indicated in individual Specification Sections.

#### 1.7 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.8 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

#### 1.9 MOCK-UP

- A. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the Specifications and shall accurately and reasonably represent the quality of construction the Contractor will provide. If the mock-up or portions thereof do not adequately represent the quality of the Work specified, the Contractor shall modify the mock-up as needed.

- B. Once completed to the Architect's satisfaction, the mock-up shall serve as the standard of quality for the Work.
- C. All mock-ups, at the Owner's option, shall remain the property of the Owner. If not required by the Owner, Contractor shall remove and dispose of the mock-up.
- D. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.10 DEFERRED APPROVAL REQUIREMENTS

- A. N/A.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

3.1 SUBMITTAL SCHEDULE

SUBMITTAL LIST					
SPEC. SECTION	TITLE	MOCK-UP	**SAMPLE	CATALOG SHEET	REPORT, SCHEDULE, OR SHOP DRAWING
01 30 00	Administrative Requirements				*
01 32 26	Construction Progress Reporting				*
01 33 00	Submittals Procedures		**	*	*
01 45 00	Quality Control				*
01 62 00	Product Options and Substitutions			*	*
01 73 29	Cutting and Patching				*
01 75 16	Startup Procedures				*
01 77 00	Closeout Procedures				*
01 78 36	Warranties			*	*
01 78 39	Project Record Documents		*	*	*
07 22 16	Roof and Deck Insulation			*	*
07 54 16	Ketone Ethylene Ester Roofing		**	*	*
07 62 00	Sheet Metal Flashing and Trim			*	*

SUBMITTAL LIST					
SPEC. SECTION	TITLE	MOCK-UP	**SAMPLE	CATALOG SHEET	REPORT, SCHEDULE, OR SHOP DRAWING
07 92 00	Joint Sealers			*	*
23 74 16.13	Packaged Outdoor Rooftop Air Conditioning Units			*	*
26 05 00	Electrical			*	*

\* (1) PDF electronic copy unless otherwise indicated per specification section.

\*\* Samples are generally required for Architect's "color and material board" or for testing lab. To expedite approval, Contractor shall expedite the submittal of these items. Color board items will not be approved until all such items are received. Refer to Testing Laboratory Services, Section 01 45 29, Tests and Inspections List and other Sections for further requirements.

END OF SECTION

**SECTION 01 33 23**  
**Shop Drawings, Product Data, and Samples**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes
  - 1. Definitions.
  - 2. Shop Drawings.
  - 3. Product Data.
  - 4. Samples.
- B. Related Sections
  - 1. Section 01 33 00 Submittal Procedures.

1.2 DEFINITIONS

- A. Manufactured: Standard units, usually mass-produced.
- B. Fabricated: Specifically assembled or made out of selected materials to meet design requirements.
- C. Shop Drawings: Documents establishing the actual detail of manufactured or fabricated items, indicating relation to adjoining work, identifying what work is performed at the project site, and amplifying design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- D. Product Data: Manufacturer's standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, installation/application instructions, other drawings and descriptive data pertaining to specified products.

1.3 SHOP DRAWINGS

- A. Submit under provisions of Section 01 33 00.
- B. Reproductions of Contract Drawings, Specifications, or portions thereof must not be used for shop drawing submittals.
- C. Present information in clear and thorough manner.

- D. Identify details by reference to Drawing and detail, schedule, or room numbers shown and specified.

#### 1.4 PRODUCT DATA

- A. Submit under provisions of Section 01 33 00.
- B. Clearly mark each copy to identify pertinent products and models.
  - 1. Modify to delete inapplicable information.
  - 2. Supplement standard information as required.
- C. Indicate performance characteristics and capacities.
- D. Show dimensions and clearances required.
- E. Show wiring, piping diagrams, and controls.

#### 1.5 SAMPLES

- A. Submit under provisions of Section 01 33 00.
- B. Submit samples of sufficient size to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Submit samples of finishes from the full range of manufacturer's standard colors, custom colors when specified, textures and patterns for selection.
- D. Include identification on each sample with full project information.
- E. Reviewed samples which may be used in the Work are indicated in individual Sections.
  - 1. Only samples marked "No Exception Taken" may be incorporated into the Work.
  - 2. Samples that were intended to be incorporated into the Work will be returned, together with a written notice designating the sample with the appropriate review status and indicating errors discovered on review.
  - 3. Other samples will not be returned, but the same notice will be given, and such notice must be considered a return of the sample.

## PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

Not used.

END OF SECTION

**SECTION 01 35 16**  
**Alteration Project Procedures**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.

**PART 2 - PRODUCTS**

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product Sections; match existing products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing Work as a standard.

**PART 3 - EXECUTION**

3.1 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of

new Work and finishes.

- E. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

### 3.3 INSTALLATION

- A. Coordinate Work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to [original] [specified] condition.
- C. Install products as specified in individual Sections.

### 3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work shall match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, request instructions from Architect.

### 3.5 ADJUSTMENTS

- A. Where a change of plane of 1/8" or more occurs, request instructions from Architect.
- B. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- C. Fit Work at penetrations of surfaces as specified in Section 01 73 29 Cutting and Patching.

### 3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections resulting from new work.
- B. Repair substrate prior to patching finish where occurs.

### 3.7 FINISHES

- A. Finish surfaces as specified in individual product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When

finish cannot be matched, refinish entire surface to nearest intersections.

END OF SECTION

**SECTION 01 35 23**  
**Site Standards**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS AND PROVISIONS

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this Section, including without limitation:
  - 1. General Conditions, including without limitation, Site Access, Conditions, and Regulations.
  - 2. Special Conditions.
  - 3. Drug-Free Workplace Certifications.
  - 4. Criminal Background Investigation/Fingerprinting Certifications.
  - 5. Construction Facilities and Temporary Controls.

1.2 REQUIREMENTS OF Owner

- A. Drug-Free [Facilities][Schools]:
  - 1. All building sites and other Owner's Facilities have been declared "Drug-Free Zones."
  - 2. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on Owner's property. No students, staff, visitors, or Contractor's personnel are to use drugs on these sites.
  - 3. The Contractor may designate a smoking area outside of Owner's property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area shall be kept clean at all times.
  - 4. The Site shall be posted: "Non-Smoking Area" in a highly visible location.
- B. Language: Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward [students or] public will not be allowed.
- C. Disturbing the Peace (Noise and Lighting):
  - 1. Contractor shall observe the noise ordinance of the site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use.
3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

1. Driving on the site shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on the site shall be five miles per hour (maximum) or less if conditions require.
2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by Owner in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
3. The Owner shall designate a construction entry/exit to the site. If Contractor requests, the Owner determines it is required, and to the extent possible, the Owner shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the Owner and installed and maintained at Contractor's expense.
4. In the event the construction entry/exit adjoins, intersects, or is in close proximity to an avoidable path of travel used by students, staff, parents, district services or deliveries, the Contractor shall present a traffic control plan for review by the Owner. The Contractor shall post proper and necessary signage in accordance with the prevailing safety standards to assure safe egress. At the request of the Owner the Contractor shall provide traffic control personnel to mitigate unsafe conditions. The cost of such personnel shall be at no additional cost to the Owner.
5. Parking areas shall be reviewed and approved by the Owner in advance. No parking shall occur under the drip line of trees or in areas that could otherwise be damaged.
6. Contractor shall comply with all provisions in the Specifications regarding traffic control and access roads including, without limitation, the provisions in Construction Facilities and Temporary Controls Section.

E. Constant Enforcement:

1. All of the above shall be observed and complied with by the Contractor and

all workers on the job site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the Owner.

2. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the site.

## **PART 2 - PRODUCTS**

Not used

## **PART 3 - EXECUTION**

Not used

**END OF SECTION**

**SECTION 01 45 00**  
**Quality Control**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Tolerances.
- C. Field samples.
- D. Mock-up.
- E. Manufacturers' field services and reports.
- F. Observation and supervision.
- G. Testing agencies.
- H. Tests and inspections.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce workmanship of specified quality.
- F. Comply with journeyman/apprentice ratios as applicable and as required by the Owner's findings.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do

not permit tolerances to accumulate.

- B. Comply with manufacturer's tolerances. Should manufacturer's tolerance conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 FIELD SAMPLES

- A. Install field samples at the site as required by individual Specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

#### 1.5 MOCK-UP

- A. Tests will be performed under provisions identified in this Section and identified in the respective product Specification Sections.
- B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect.

#### 1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Provide if individual Specification Sections require material or product suppliers or manufacturers to provide qualified staff personnel to observe the tests and/or mock-up as applicable, and initiate corrective instructions when necessary.
- B. Individuals shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 15 days of observation to Architect for review.

#### 1.7 OBSERVATION AND SUPERVISION

- A. The Owner and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting structural engineer will be in accordance with applicable regulations,

including, without limitation, CCR, Part 1, Title 24.

- B. One or more Project Inspector(s) approved by Authority Having Jurisdiction and employed by or in contract with the Owner, referred to hereinafter as Project Inspector, will observe the Work in accordance with CCR, Par 1, Title 24:
  - 1. The Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
  - 2. The Project Inspector will notify the Owner and Architect and call the attention of the Contractor to any observed failure of Work or material to conform the Contract Documents.
  - 3. The Project Inspector shall observe and monitor all testing and inspection activities required.
- C. The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by CCR, Part 1, Title 24.

## 1.8 TESTING AGENCIES

- A. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of Part 1, Title 24.
- B. Testing and Inspection Agencies Qualifications: A testing and inspection agency must have a minimum of 5 years continuing experience preceding date of these Contract Documents, and be qualified in accordance with the following American Society for Testing and Materials (ASTM) publications:
  - 1. ASTM E 699-16 Standard Specification for Agencies Involving in Testing, Quality Assurance, and Evaluating of Manufactured Building Component.
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to herein as the "Testing Laboratory". The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM

E329, and shall be employed by or in contract with the Owner.

- D. Testing Equipment: Calibrate at intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

## 1.9 TESTS AND INSPECTIONS

- A. The Contractor shall be responsible for notifying the Owner and Project Inspector of all required tests and inspections. Contractor shall notify the Owner and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The Owner will pay for the first inspections and tests required by the "CCR", and other inspections or tests that the Owner and/or the Architect may direct to have made, including but not limited to the following principal items:
  - 1. Tests and inspections for structural steel Work.
  - 2. Additional tests directed by the Owner that establish that materials and installation comply with the Contract Documents.
  - 3. Test and observation of welding.
  - 4. Factory observation of components and assembly of modular prefabricated structures and buildings.
- D. The Owner may, at its discretion, pay and back charge the Contractor for:
  - 1. Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
  - 2. Uncovering of Work in accordance with Contract Documents.
  - 3. Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime position.
  - 4. Testing done off site.
- E. Testing and inspection reports and certifications.
  - 1. The Testing Agency shall send test and special inspection reports to each of the following entities listed below. Reports shall clearly state whether material met the requirements of the approved construction documents.

- a. The Owner.
- b. The Construction Manager, if any.
- c. The Architect.
- d. The Consulting Engineer, if any.
- e. Other Engineers on the Project, as appropriate.
- f. Project Inspector.
- g. The Contractor.

## PART 2 - PRODUCTS

Not used

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

**SECTION 01 50 00**  
**Temporary Construction Facilities and Controls**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, fencing, water, erosion, pollution, noise and fire protection control.
- C. Construction Facilities: Access roads, parking, progress cleaning, temporary signage, and temporary buildings.

1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source, or connect to existing power service at location as directed by the Owner's Representative. Power consumption shall not disrupt Owner's need for continuous service. If separately metered, Contractor will pay for cost of energy used. Exercise measures to conserve energy.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- C. Provide main service disconnect and over current protection at convenient location.
- D. Permanent convenience receptacles may be utilized during construction, if approved by the Owner's Representative.

1.3 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.
- E. Permanent building lighting may be utilized during construction, if approved by the Owner's Representative.

#### 1.4 TEMPORARY HEAT

- A. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations.
- B. Do not use permanent equipment for temporary heating purposes.
- C. Maintain minimum ambient temperature of 50°F in areas where construction is in progress, unless indicated otherwise in Specifications.

#### 1.5 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

#### 1.6 TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to field office and Owner's/Project Inspector's field office at time of project mobilization. Project Inspector's office shall have separate telephone lines.
- B. Provide, maintain and pay for facsimile machine in field office. Provide separate dedicated telephone line for machine.

#### 1.7 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required for construction operations.
- B. Connect to existing water source for construction operations. If metered, Contractor will pay cost of water used. Exercise measures to conserve water. Water consumption shall not disrupt Owner's need for continuous service.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

#### 1.8 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary chemical type toilet facilities and enclosures. Temporary sanitary facilities shall not be located outside of the temporary construction barriers and shall be securely anchored to grade and fully enclosed behind fencing.
- B. Existing sanitary facilities shall not be used by Contractor's personnel.

#### 1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials in kind.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

#### 1.10 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks. Post fences and gates with "no trespassing" signs.

#### 1.11 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Provide water barriers as required to protect site from running water.

#### 1.12 STORM WATER POLLUTION PREVENTION PLAN

- A. Conform to Best Management Practices for Contractor Activities and Disposal Alternatives as defined in Sections 3 and 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force, and per Section 01 57 23.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- C. Minimize amount of bare soil exposed at one time.
- D. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- F. Coordinate construction activities with control procedures established in the

Storm Water Pollution Prevention Plan (SWPPP) if applicable.

#### 1.13 TEMPORARY FIRE PROTECTION

- A. Maintain temporary fire protection facilities of the types needed until permanent facilities are installed.
- B. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
- C. Store combustible materials in containers in fire-safe locations.
- D. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes.
- E. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

#### 1.14 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

#### 1.15 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations, including at all indoor areas.

#### 1.16 EXTERIOR ENCLOSURES

- A. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for materials, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### 1.17 INTERIOR ENCLOSURES

- A. Provide temporary barriers as required to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

#### 1.18 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

#### 1.19 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- B. Stabilize temporary vehicle transportation routes and construction entrances to prevent erosion and control dust immediately after grading in accordance with best management practice techniques defined in Chapter 5 of the Construction Activity Handbook published by the Storm Water Quality Task Force.
- C. Maintain stabilization techniques as Work progresses.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Designated existing on-site routes shall be used for construction traffic.
- F. Provide traffic control where school traffic and/or any persons, vehicles, or equipment crosses any routes used.

#### 1.20 PARKING

- A. Arrange for adequate surface parking areas to accommodate construction personnel.
- B. Stabilize temporary surface parking areas immediately after grading to prevent erosion and control dust in accordance with Best Management practice techniques defined in Chapter 5 of the Construction Activity Handbook published by the storm Water Quality Task Force, if applicable.
- C. Maintain stabilization techniques as Work progresses.
- D. Do not allow vehicle parking on undesignated areas of existing pavement.

#### 1.21 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

#### 1.22 STORAGE AREAS AND SHEDS

- A. Size to storage requirements for products of individual Sections. Allow for access and orderly provision for maintenance and for inspection of products.

#### 1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Inspection.
- B. Remove underground installations to a minimum depth of 2'. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

### **PART 2 - PRODUCTS**

Not used

### **PART 3 - EXECUTION**

Not used

**END OF SECTION**

**SECTION 01 62 00**  
**Product Options and Substitutions**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Product options.
- B. Substitutions.

1.2 DEFINITIONS

- A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. Contractor must refer to the Instructions to Bidders and the General Conditions for limitations on when requests for substitution(s) are permitted on this Project. The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials, and equipment included in Contract Documents.
- B. Whenever in the Specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be used for the purpose of facilitating the description of that material, process, or article desired, and shall be assumed to be followed by the words "or approved equal," except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description may be used.
- B. Products Specified by Naming One or More Manufacturers with or without Provision for Substitution: Provide products of manufacturers named and meeting Specifications, with substitution of products or manufacturers only when submitted under provisions of this Section.

1.4 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

- A. The bid shall be based upon the standards of quality established by those items

of equipment and/or materials which are specifically identified in the Contract Documents.

- B. Architect may consider requests for substitutions of specified equipment and/or materials only prior to bid and only when requests are received by Architect within the time indicated in the Instructions to Bidders.
- C. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this Section.
- D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.
- E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. Architect's decision on substitution requests are final and do not require documentation or justification.
- G. When substitution is not accepted, provide specified product.
- H. Substitute products shall not be included within the bid without written acceptance by Addendum.

#### 1.5 LIMITATIONS ON SUBSTITUTIONS

- A. Owner will not consider any substitution requests submitted after the bids are opened. All requests for substitutions shall be submitted prior to the date the bids are opened and in compliance with the provisions stated herein in the Contract Documents.
- B. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- C. Consideration by Architect will be made only if request is made in strict conformance with provisions of this Section.

#### 1.6 REGULATORY REQUIREMENTS

- A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.
- B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.
- C. All costs incurred by the Owner in obtaining regulatory approvals for proposed

substitutions to include the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

- D. Substitutions of materials or procedures which affect the health, safety and welfare of the public shall have prior approval of Authority Having Jurisdiction.

## 1.7 SUBSTITUTION REPRESENTATION

- A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:
  - 1. Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.
  - 2. Has determined that all components of the proposed substitution are identical and fully interchangeable with the product name and number specified.
  - 3. Will provide the same warranty or guarantee for the substitution as for the specified product.
  - 4. Will coordinate installation and make changes to other Work which may be required for the Work to be completed with no additional cost to the Owner.
  - 5. Waives claims for additional cost or time extension which may subsequently become apparent.
  - 6. Will reimburse Owner for the cost of Architect's review or redesign services associated with substitution request, including reviews by agencies having jurisdiction. Additional time required for Architect or agency reviews shall not be construed as construction delay.
- B. Maximum of 2 substitutions may be proposed.
- C. If specified product is no longer available, Contractor shall provide proof from the specified manufacturer indicating the product is not available.

## 1.8 SUBMITTAL PROCEDURE

- A. Submit six copies of each request.
- B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned unreviewed.

- C. Limit each request to one proposed substitution.
- D. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
  - 1. Statement of cause for substitution request.
  - 2. Identify product by Specification Section and Article Number.
  - 3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
  - 4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.
  - 5. List availability of maintenance services and replacement materials.
  - 6. Documented or confirmation of regulatory approval.
  - 7. Product Data, including drawings and descriptions of products.
  - 8. Fabrication and installation procedures.
  - 9. Samples of proposed substitutions.
  - 10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
  - 11. Coordination information, including a list of changes or modifications needed to other items of Work that will become necessary to accommodate proposed substitution.
  - 12. Statement on the substitutions effect on the construction schedule.
  - 13. Cost information including a proposal of the net reduction in cost to the Contract Sum if the proposed bid substitution is accepted.
  - 14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
  - 15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- F. Inadequate warranty, vagueness of submittal, failure to meet specified

requirements, or submittal of insufficient data will be cause for rejection of substitution request.

#### 1.9 ARCHITECT'S REVIEW

- A. The Architect will accept or reject proposed substitution within a reasonable amount of time.
- B. If a decision on a substitution cannot be made prior to the date set for bid opening, the product specified shall be used.
- C. There shall be no claim for additional time for review of proposed substitutions.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.

#### PART 2 - PRODUCTS

Not used

#### PART 3 - EXECUTION

Not used

END OF SECTION

## Notice of Request for Substitution

Substitution Request No.: \_\_\_\_\_

In accordance with the Conditions of the Contract and the provisions of Section **01 62 00**, we hereby submit for consideration, this Notice of Request for Substitution for the following material, product, thing, or service:

Section	Paragraph	Specified Item
---------	-----------	----------------

Proposed Substitution: \_\_\_\_\_

The following supporting information is attached:

- Product Data including model numbers and descriptions.
- Certified test results attesting to equivalence.
- Product/material samples.
- Other: \_\_\_\_\_

Reason for proposed substitution:

- Specified or indicated item is unavailable.
- Significant cost reduction. Actual dollar savings to the Client if substitution is accepted: \$ \_\_\_\_\_
- Significant quality difference without cost change.
- Other: \_\_\_\_\_

Submitted and Certified By:

CONTRACTOR:

Signature	Date
Name (Print)	Title
Firm Name	
Address	Phone
City, State, Zip	FAX

Received: \_\_\_\_\_ Date \_\_\_\_\_ Architect of Record Representative \_\_\_\_\_

- Recommended: \_\_\_\_\_ HY Architects, Inc.
- Rejected: \_\_\_\_\_ Date \_\_\_\_\_ Architect of Record
- Approved: \_\_\_\_\_
- Rejected: \_\_\_\_\_ Date \_\_\_\_\_ Client Project Manager

**END OF SECTION**

## **SECTION 01 73 29 Cutting and Patching**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Requirements and limitations for cutting and patching of Work.

#### **1.2 SUBMITTALS**

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
- B. Include in request:
  - 1. Identification of Project.
  - 2. Location and description of affected Work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed Work, and Products to be used.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on Work of Owner or separate contractor.
  - 7. Written permission of affected separate contractor.
  - 8. Date and time Work will be executed.

#### **1.3 DESIGN CRITERIA**

- A. Patching shall achieve security, strength, and weather protection, as applicable, and shall preserve continuity of existing fire ratings.
- B. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is

successful or has been achieved to a reasonable degree, the Architect's judgment shall be final.

- C. Patching may be temporary if it is to be eventually replaced in a subsequent phase of Work.

#### 1.4 CUTTING AND PATCHING

- A. Structural Work: Do not cut-and-patch structural Work in a manner resulting in a reduction of load carrying capacity or load/deflection ration. Submit proposal and request and obtain Engineer's approval before proceeding with cut-and-patch of new and/or existing structural Work.
- B. Operational/Safety Limitations: Do not cut-and-patch operational elements and safety components in a manner resulting in reduction of fire rating of any assembly, decreased performance, shortened useful life, or increased maintenance. The Contractor shall be responsible for the location of all existing utilities and coordinate all Work to avoid any interruption of service to adjacent properties and/or to other facility operations without proper notification.
- C. Visual/Quality Limitations: Do not cut-and-patch Work exposed to view, such as plaster, in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Architect. (Exterior and interior).
- D. Additional Requirements: In addition to Contract requirements, upon written instructions to Architect:
  - 1. Uncover work to provide for Architect's observation of covered Work.
  - 2. Remove samples of installed materials for testing.
- E. Limitation on Approvals: Architect's and/or Engineer's approval to proceed with cutting-and-patching does not waive right to later require removal/replacement of Work found to be cut and patched in an unsatisfactory manner, as judged by Architect and Engineer.

#### PAYMENT FOR INCURRED COSTS

The costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including costs for additional service of Architect and Engineer, shall be paid by the party responsible for ill-timed, rejected or non-conforming Work.

#### PART 2 - PRODUCTS

##### 2.1 MATERIAL

- A. Primary Products: Those required for original installation.
- B. Substitutions: Under provisions of Section 01 62 00.
- C. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- D. If identical materials are unavailable or cannot be used, use materials that visually match the original.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Execute cutting, fitting, and patching to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover work to install ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical/electrical Work.

### 3.2 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching. Verify compatibility with and suitability of substrates and finishes to accept the new Work.
- B. After uncovering existing Work, inspect conditions affecting performance of Work.
- C. Do not cut and patch any piping, conduit, or equipment supports or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- E. Beginning of cutting or patching means acceptance of existing conditions.

### 3.3 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering Work.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.4 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to complete Work.
- B. Fit products together, to integrate with other Work.
- C. Uncover work to install ill-timed Work.
- D. Remove and replace defective or non-conforming Work.
- E. Remove samples of installed Work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical Work.
- G. Cut rigid materials using saw or drill. Pneumatic tools are not allowed without prior approval.

### 3.5 PERFORMANCE

- A. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ skilled and experienced installer to perform cutting and patching.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load deflection ratio.
- E. Do not cut and patch operating elements and related components in a manner

that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit Work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal all voids with fire-rated material, to full thickness of the penetrated element.
- I. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

**SECTION 01 74 00**  
**Cleaning and Waste Management**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Cleaning at completion of the Work.
- B. Interior dust control.

1.2 QUALITY CONTROL

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and antipollution laws.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Use only those cleaning materials which will neither create hazards to health or property nor damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

3.1 INTERIOR DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting, and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that no dust and other contaminants resulting from cleaning process will fall on wet or newly coated surfaces.
- C. Plan must comply with the requirements outlined in Section 5.408.1 of the 2025 California Green Building Standards Code. (CAL Green).]

3.2 FINAL CLEANING

- A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces, including fixtures, equipment, etc.
- B. All scars, stains, paint marks, tags, and labels (except required labels) shall be removed. Paint work and equipment shall be cleaned and touched up as required.
- C. Clean and polish hardware and light fixtures.
- D. Glass, both interior and exterior, and mirrors shall be cleaned by a professional window washer.
- E. Ventilating Systems: Clean permanent filters, and replace disposable filters if units have been operated during construction.
- F. Broom-clean and wash down exterior paved surfaces.
- G. Vacuum-clean all floors. Carpeting shall be vacuumed and professionally cleaned, if required, to remove soil and visible stains.
- H. Clean interior and exterior surfaces of all casework.
- I. Immediately prior to final completion or Owner occupancy, conduct an inspection of sight-exposed interior and exterior surfaces, equipment, fixtures, etc., and all work areas to verify that the entire Work is clean.
- J. Clean, strip, and seal all flooring products per manufacturer's specifications and requirements prior to installation of furniture and equipment.

END OF SECTION

## **SECTION 01 75 16 Startup Procedures**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Coordinate schedule for start-up and commissioning of various equipment and systems, including HVAC, plumbing, electrical power, communications, and alarm systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Contractor shall submit written notice to advise Owner where the start-up of equipment and systems establishes beginning of warranty period.
- D. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- E. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Verify wiring and support components for equipment are complete and tested.
- G. Execute start-up under supervision of responsible manufacturer's representative and Contractor's personnel in accordance with manufacturer's instructions.
- H. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- I. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### **1.2 REFERENCES**

- A. American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE): ASHRAE Guideline 1-1996, HVAC Commissioning Process.

#### **1.3 SUBMITTALS**

- A. Submit Commissioning Plan describing extent of field tests and procedures and proposed testing schedule.
- B. Submit Training Plan describing extent of plan, expected duration of training,

personnel involved, and schedule at least 30 days prior to start of formal maintenance training sessions.

- C. Tool Lists: Identify tools, equipment on which tools are used, reason tools required, source, price, and delivery.

#### 1.4 QUALITY ASSURANCE

##### A. Contractor Responsibilities:

1. The following documentation shall be accessible in the Contractor's office during building systems commissioning.
  - a. Project Drawings and Specifications, authorized revisions, approved Shop Drawings and Submittals, Test and Balance Reports, and equipment start-up and certification reports.
  - b. Records of required code authority inspections, and documentation sign-offs.
  - c. Project operation and maintenance manuals.

- B. Special Requirement for HVAC Systems: Complete interim commissioning of HVAC systems during initial season operation and follow-up commissioning of required HVAC systems during additional season operation.

#### 1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel at mutually agreeable time two weeks prior to date of Substantial Completion. Fully instruct designated personnel in the operation, as specified in individual specification sections.
- B. Demonstrate Project equipment by a qualified representative who is knowledgeable about the Project.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times at designated locations.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

Not used

**END OF SECTION**

## SECTION 01 77 00 Closeout Procedures

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Demonstration and Instructions.
- E. Project Record Documents.
- F. Operation and maintenance data.
- G. Warranties.
- H. Spare parts and maintenance materials.

#### 1.2 CLOSEOUT PROCEDURES

- A. Request Architect's observation of rough-ins when walls and ceilings are still open for observation. Give Architect at least 48 hours notice. Architect will prepare punch list of unsatisfactory Work.
- B. When Work is substantially complete, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is substantially complete in accordance with Contract Documents and ready for Architect's inspection. Certificate shall include evidence that equipment and systems have been tested in the presence of the Architect and manufacturer's representatives, where applicable. Substantial Completion shall be defined as 95% completion of all Work, including 100% completion of the following:
  - 1. Air balance report and submittal, final testing of fire alarm by Local Fire Inspector/Consultant/Owner's Representative, mechanical utility commissioning with Owner's Representative, final electrical testing by IOR/testing laboratory, all finishes, painting (except touch-up), cleaning of Project area (including window washing).
- C. Provide submittals to Architect that are required by governing or other authorities.
- D. Punch List:

1. Contractor shall correct all punch list items within twenty days of delivery of the punch list, but no later than the final completion date.
  2. Prior to submission of its request for final payment, Contractor shall certify that a completed set of Project Record Documents has been submitted to the Architect for final review.
- E. Final Inspection:
1. Within seven days after notice by the Contractor of completion of punch list work, the Architect will conduct the final inspection with the Owner and the Contractor.
  2. Items found not resolved may be cause for back charge of additional time for Architect to re-visit the site for final verification.
- F. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- G. Submit affidavit of payment of debts and claims, AIA Document G706.
- H. Submit affidavit of release of liens, AIA Document G706A.
- I. Submit consent of Contractor's surety to final payment, AIA Document G707.

### 1.3 REINSPECTION FEES

- A. Architect (and his consultants, if required) will perform 1 observation of rough-ins, and 1 observation of Work that is substantially complete. When punch list items have been completed, Architect will observe to verify.
- B. Should the Architect and his Consultants have to perform re-inspections and punch list due to failure of the Work to comply with the status of completion claimed by the Contractor; Owner will deduct the amount of compensation for such re-inspections and punch lists from the final payment to the Contractor.

### 1.4 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Architect.
- B. Statement shall reflect all adjustments to the Contract Sum:
  1. The original Contract Sum.
  2. Additions and Deductions Resulting From:
    - a. Previous Change Orders.

- b. Deductions for uncorrected Work.
  - c. Penalties and bonuses.
  - d. Deductions for liquidated damages.
  - e. Deductions for re-inspection payment.
  - f. Other adjustments.
3. Total Contract Sum, as adjusted.
  4. Previous payments.
  5. Sum Remaining Due: Architect will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Order.

#### 1.5 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions.

#### 1.6 RELATED REQUIREMENTS

- A. As a condition precedent to final acceptance of the Project, the Contractor shall provide spare/loose parts, maintenance materials and operation manuals as required by various Sections of the Specifications.
  1. Parts and materials shall be packaged so as to preclude damage in normal handling and storage.
  2. Packages shall be labeled with full description of contents and Project name.
  3. Place packaged parts and materials at location directed by Owner's representative.
  4. Maintenance and Operation Manuals: Provide permanent quality manual of maintenance and operation for all materials requiring operation or for which manufacturer, supplier, or installer recommend maintenance (i.e., floor coverings, roofing, operating mechanisms, electrical devices, paint, etc.). Manuals shall contain manufacturer's instructions and recommendations for proper operation and maintenance. Where applicable, include parts list, sources of parts, service and program for frequency of maintenance. Five sets required, bound in 3-ring binders, shall be provided by Contractor.

5. Prior to turning over any operations manuals or spare/loose parts, accompanied by a CD-ROM, Contractor shall submit for approval and, upon approval, shall maintain a master log of required manuals and parts, including description, Specification reference, responsibility designation, anticipated and actual delivery dates, delivery acknowledgement, etc.
- B. The General Conditions cover the Contractor's responsibility to remedy defects due to faulty workmanship and materials which appear within one year from the date of recording of the Notice of Acceptance.
  - C. Special warranties are required by various Sections of the Specifications. Assemble written warranties, label and submit to the Architect for review and transmittal to the Owner.
    1. Equipment warranties shall be written in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
    2. All other warranties shall be written on the subcontractor's or supplier's letterhead and shall be countersigned by the Contractor.
    3. Bind warranties and bonds in heavy-duty five sets of commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name and the name of the Contractor. The CD-ROM shall be included in the binder side pocket.
    4. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

## 1.7 FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Work includes sweeping, brushing, and other general cleaning of completed Work and removal of debris, surplus material, and tools not in active use, scaffolding and other equipment no longer needed.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.

- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- H. Refer to Section 01 74 00 for additional requirements.

#### 1.8 FIRE PROTECTION

- A. Store volatile/hazardous waste in covered metal containers and remove from premises daily in a manner which complies with all ordinances, regulations, and laws regarding hazardous materials.

#### 1.9 POLLUTION CONTROL

- A. Conduct clean-up and disposal operations to comply with codes, ordinances regulations, and anti-pollution laws.

#### 1.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 1.11 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### 1.12 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work in contrasting color.
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
- B. Store Record Documents separate from documents used for construction, in a clean, dry environment and maintain sets in good order.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Section in contrasting color ink, description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 3. Field changes of dimension and detail, identified by RFI or Change Order.
  - 4. Details not on original Contract Drawings.
- F. After final inspection is requested, Contractor shall submit Record Documents to the Architect for review. Contractor shall make such revisions or corrections as may be necessary for the Drawings and Specifications to be a true, complete, and accurate record of the Work.
  - 1. Accompany submittal with transmittal in duplicate, containing:
    - a. Date.
    - b. Project title and number.

- c. Contractor's name and address.
  - d. Title and number of each Record Document.
  - e. Signature of Contractor or his authorized representative.
- G. Submit documents to Architect for final Application for Payment. Inadequate or incomplete Record Documents may be used as cause for withholding payment.

### 1.13 RECORD DRAWINGS

- A. Architect will provide Contractor with one set of reproducible sepia plans of the original Contract Drawings.
- B. Contractor shall maintain one set of marked-up prints kept at each job-site and updated each month, or as otherwise agreed, shall transfer changes and information indicated on the marked-up blue line prints to the reproducible drawings. Contractor shall submit to the Architect one set of blue line prints showing all changes incorporated into the Work since the preceding monthly submittal. The Record Drawings shall be available at the Project Site.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. Deviations in construction, especially pipe and conduit locations and deviations caused by Change Orders, Field Clarifications, Requests for Clarification and Addenda shall be accurately and legibly recorded.
- E. Locations and changes shall be done in a neat, legible manner and, where applicable, indicated by drawing a "cloud" around the changed or addition information.

### 1.14 RECORD DRAWING INFORMATION

- A. Record the following information:
  - 1. Locations of Work buried under or outside each building, such as plumbing and electrical lines and conduits.
  - 2. Actual numbering of each electrical circuit.
  - 3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract.
  - 4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
  - 5. Installed location of all cathodic protection anodes.

6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
7. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub-outs, invert elevations, etc.
8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy. In some instances, this may be by dimension, in others; it may be in relation to the spaces in the building near which it was installed.

#### 1.15 OPERATION AND MAINTENANCE DATA

- A. Provide Data For:
  1. Fire alarm system.
  2. Mechanical equipment and controls.
  3. Energy management system.
  4. Electrical system.
  5. Security and communication systems.
- B. Submit prior to final inspection, bound in 8-1/2" x 11" text pages, three-ring, D-size binders with durable vinyl covers plus one CD-ROM for all equipment in the above categories.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents using permanent page dividers with laminated plastic tabs, logically organized in Parts as described below.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, engineers, Contractor, subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by Specification Section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
  1. Significant design criteria.
  2. List of equipment.

3. Parts list for each component.
  4. Operating instructions.
  5. Maintenance instructions for equipment and systems.
  6. Maintenance instructions for finishes, including recommended cleaning methods and materials.
- G. Part 3: Project documents and certificates, including the following:
1. Shop Drawings and Product Data.
  2. Air and water balance reports.
  3. Certificates.
  4. Photocopies of warranties.

#### 1.16 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from subcontractors, suppliers, and manufacturers, including items furnished by Owner.
- C. Provide Table of Contents and assemble in binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- F. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the Work that incorporates the products.
- G. Manufacturer's letter of intent to furnish products and services beyond the warranty period where indicated.
- H. Manufacturer's disclaimer and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- I. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- J. When Work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- K. Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

#### 1.17 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed.
- C. Obtain signed receipt for delivery of materials and submit prior to application for final payment.

### PART 2 - PRODUCTS

#### 2.1 CLEANING MATERIALS

- A. Use only those cleaning materials which will not create disruptive fumes or hazards to health or property and which will not damage surfaces.
- B. Use only cleaning materials and methods recommended by manufacturer of surface to be cleaned and by cleaning agent material manufacturer. Repair or replace surfaces damaged due to use of improper cleaners and techniques.

### PART 3 - EXECUTION

#### 3.1 CLEAN-UP DURING CONSTRUCTION

- A. Execute daily cleaning to keep Work, site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris and rubbish from the site daily or dispose of in approved container on-site.

#### 3.2 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces
- C. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for acceptance and occupancy.
- D. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- E. Conform to City, County, and State dust control regulations.

### 3.3 GENERAL CLEANING REQUIRMENTS

- A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- B. Wash and shine glazing mirrors.
- C. Polish glossy surfaces to a clear shine.
- D. Clean glass; remove labels, fingerprints, grease, dirt stains, spots, marks, and other foreign materials from exposed exterior and interior surfaces.
- E. Clean hardware, plumbing fixtures, and chrome and storefront systems; remove paint spots, asphalt and smears from surfaces; clean fixtures and wash concrete and tile floors.
- F. Comply with all special cleaning, waxing and finishing instructions contained in Contract Documents.
- G. Restore existing improvements, inside or outside property, which were disturbed, damaged or destroyed as a result of Work under this Contract.
- H. Restore and replace damaged material conforming to original colors, textures, lines, grades, shapes and kind, except as otherwise required. Labor, material and methods used in restoring improvements shall conform to directions obtained from Architect before commencing Work.

### 3.4 FINAL CLEANING

- A. Use experienced workmen and professional cleaners for final cleaning.
- B. Legally dispose of waste materials, debris and rubbish off the site.

- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from exposed and semi-exposed surfaces.
- D. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- E. Vacuum clean all interior spaces including inside cabinets. Broom clean paved surfaces. Rake clean other surfaces of grounds.
- F. Broom and water clean paved surfaces and walks. Rake clean other surfaces and grounds.
- G. Maintain cleaning until building or portion thereof, is accepted and occupied by Owner.
- H. At completion of construction and just prior to final acceptance or occupancy, conduct final inspection exposed interior and exterior surfaces.

### 3.5 VENTILATING SYSTEM CLEANING

- A. Clean permanent filters and replace disposable filters if units were operated during construction.
- B. Clean ducts, blowers and coils if units were operated during construction.

END OF SECTION

## **SECTION 01 78 36 Warranties**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Requirements for Project warranties and guarantees.

#### **1.2 DEFINITIONS**

- A. Standard Product Warranties: Preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties: Written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### **1.3 GENERAL REQUIREMENTS**

- A. Guarantees between Contractor and manufacturers and between Contractor and suppliers shall not affect warranties between Contractor and Owner.
- B. Contractor shall not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by others nor shall he be responsible for defective parts whose replacement is necessitated by failure of Owner's maintenance forces properly to clean and service them, provided that Contractor has furnished complete operating and maintenance instructions to Owner.
- C. In addition to other requirements specified:
  - 1. Compile specified service and maintenance contracts.
  - 2. Coexecute submittals when so specified.
  - 3. Review submittals to verify compliance with Contract Documents.
  - 4. Submit to Architect for review and transmittal to Owner.
- D. In case of items remaining uncompleted after date of Substantial Completion, the warranty period shall run from the date of acceptance of such items.
- E. Special warranties applicable to definite parts of the Work and as specifically stipulated in the separate Sections of the Specifications or other Contract Documents shall be subject to the terms of this Section during the first year of the

life of such warranty.

- F. If repairs or changes are required in connection with the warranted Work within any warranty period, the Contractor shall, promptly upon receipt of notice from the Owner or Architect and without expense to the Owner, comply with the following:
  - 1. Place in satisfactory condition, in every particular, all of such warranted Work, and correct all defects therein.
  - 2. Make good damage to the buildings or site which is the result of the cause for said repairs and changes.
  - 3. Make good any Work, including the equipment and contents of said buildings or site, disturbed in fulfilling any such warranty.
- G. The Owner may, at its sole discretion, after the Contractor has received seven days' written notice, repair or cause to be repaired special equipment which has been furnished and installed and which may be damaged and the repair of which is included in the provision of any warranty.
  - 1. However, where special equipment is involved which, because of its inherent nature, may suffer further damage or cause loss to the Owner owing to the 7-day delay, the Owner may, after notice, cause such equipment to be repaired.
  - 2. The cost of such repairs shall be recoverable from the Contractor to the amount of the cost to the Owner for the completion of such repairs and the reconditioning of the equipment to its exact state prior to damage.
- H. If repairs or changes are required in connection with warranted Work within any warranty period and notice thereof is given within such period, the warranty shall continue as to Work requiring repair or change until the things herein required to be done are completed, and the termination of the warranty period shall not apply thereto.
- I. In case of Work performed by subcontractors and where special warranties are required, warranties addressed to and in favor of the Owner shall be secured from said subcontractors.
- J. No provision in the Contract Documents nor in any special or general warranty shall be held to limit, as to time or scope of liability, the Contractor's liability for defects or the liability of his sureties to less than the legal limit of liability under laws having jurisdiction.
- K. The delivery of any warranties shall not relieve the Contractor from any obligation assumed under any other provision of the Contract Documents.

- L. The obligation of the Contractor under this Section shall survive the termination of the Contract.

#### 1.4 FORM OF WARRANTY

- A. Submit the following written warranty for special warranties and warranties in excess of one year, typed on subcontractor's letterhead, when required by a Specification Section:

WRITTEN WARRANTY FOR

\_\_\_\_\_

We hereby warrant that \_\_\_\_\_ which we have provided in \_\_\_\_\_ has been completed in accordance with Specification Section \_\_\_\_\_ and Contract Documents requirements.

We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced or damaged by so doing, which may prove to be either patently defective in its workmanship or materials within the period of time prescribed by law or latently defective in its workmanship or materials within a period of \_\_\_\_ year(s) from date established in the Certificate of Substantial Completion of above-named structure, ordinary wear and tear and unusual abuse or neglect excepted.

We also agree to repair any and all damages resulting from such defects.

In the event of our failure to comply with above-mentioned conditions within a reasonable time but in no case longer than 7 calendar days after being notified in writing by the Owner, we collectively and separately do hereby authorize the Owner to have said defective Work and damages repaired or replaced and made good at our expense and will honor and pay the costs and charges therefore upon demand.

SIGNED \_\_\_\_\_  
(Subcontractor's name, address, license number, and date of signing)

COUNTERSIGNED \_\_\_\_\_  
(Contractor's name, address, license number, and date of signing)

## 1.5 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds, and service and maintenance contracts executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of Original Signed Copies Required: Two each.
- C. Contents:
  - 1. Neatly typed, in orderly sequence.
  - 2. Provide complete information for each item including:
    - a. Product or Work item.
    - b. Firm name with name of principal, address, and telephone number.
    - c. Scope.
    - d. Date of beginning of warranty, bond, or service and maintenance contract.
    - e. Duration of warranty, bond, or service and maintenance contract.
  - 3. Provide the following information for Owner's personnel:
    - a. Proper procedure in case of failure.
    - b. Circumstances which might affect the validity of warranty or bond.
  - 4. Contractor's name, name of responsible principal, address, and telephone number.

## 1.6 FORM OF SUBMITTAL

- A. Prepare in duplicate packets.
- B. Format:
  - 1. Size: 8-1/2" x 11" sheets punched for three-ring binder. Fold larger sheets to fit into binders.
  - 2. Cover: Identify each packet with typed or printed title, "WARRANTIES" and list the title of Project and name of Contractor.
- C. Binders: Commercial quality, three ring, "View" type, with durable and cleanable

plastic covers.

#### 1.7 TIME OF SUBMITTALS

- A. Within 30 days after date of Substantial Completion, prior to final request for payment.
- B. For items of Work, where acceptance is delayed materially beyond the date of Substantial Completion, provide updated submittal within 30 days after acceptance listing the date of acceptance as the start of the warranty period.

#### 1.8 SUBMITTALS REQUIRED

- A. Submit special warranties, bonds, and service and maintenance contracts specified in the individual Sections.

### PART 2 - PRODUCTS

Not used

### PART 3 - EXECUTION

Not used

END OF SECTION

**SECTION 01 78 39**  
**Project Record Documents**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Maintain the following at the site for the Owner:
  - 1. One record copy of Contract Drawings, Specifications, Addenda, Change Orders, and other modifications marked currently to record changes made during construction.
  - 2. One record copy of reviewed Shop Drawings, Product Data, and Samples.
  - 3. RFI Log.
  - 4. Addenda Log.
  - 5. Submittal Log.
  - 6. Inspection Log.
- B. Documents shall be kept in an approved location, maintained in a clean, dry, legible condition, and shall not be used for construction purposes.
- C. The Contractor shall advise the Architect of changes and deviations made during construction.
- D. Make documents available at all times for review by Architect and Owner.
- E. Comply with related requirements of the Agreement and General Conditions and individual Specification Sections.

1.2 RECORDING

- A. Label each document "PROJECT RECORD."
- B. Do not permanently conceal any Work until required information has been recorded.
- C. Drawings:
  - 1. Make day-to-day changes and notations on a specially designated complete set of blue-line or black-line prints as the work proceeds.
  - 2. Markings and notations shall be neatly and accurately made using nonfading, clear, permanent markings. Use contrasting colors for different

disciplines of Work and where required for clarity.

3. Drawings shall be marked to indicate:
  - a. Measured depths of various elements of foundation in relation to survey or other approved datum.
  - b. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
  - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
  - d. Variations in layout of buildings and improvements, including grading, steps, retaining walls, and similar features.
  - e. Field changes of dimensions and detail.
  - f. Changes made by Change Order or Construction Change Directive.
  - g. Significant details not shown on the original Contract Drawings.
4. Upon completion of the Work, all changes and notations shall be neatly and accurately transferred by the Contractor to a complete set of reproducible vellum transparencies of the Drawings as originally issued for construction obtained from the Architect at Owner's cost.
  - a. Where the Architect's Drawings are not of sufficient size and detail, the Contractor shall furnish his own drawings for incorporation of details and dimensions.
  - b. Each sheet of Record Drawing transparencies shall be signed and certified by the Contractor as to their correctness and turned over to the Architect.
5. Record Drawings are specifically required for the following Work:
  - a. Electrical (include exterior lighting, sound, fire, and all other related Work).
  - b. Plumbing.
  - c. Storm, sanitary, and site drainage.
  - d. Irrigation.
  - e. Fire sprinkler and hydrant system.
  - f. HVAC.

D. Specifications:

1. On a specially designed complete set of the Project Manual, legibly mark each Specification Section to record:
  - a. Manufacturer, trade name, catalog number, color designation (if applicable), and supplier of each product and item of equipment actually installed.
  - b. Changes made by Addendum, Change Order, or Construction Change Directive.
  - c. Other matters not originally specified.
  - d. Where selection of manufacturers is offered, indicate which manufacturer's product was installed.
2. The Architect will furnish a Project Manual as originally issued for construction for markup.

E. "Project Record" set of Drawings and Specifications shall be kept at the Project site at all times for review by the Architect and Owner.

### 1.3 INTERIM REVIEW

- A. Project Record Documents are subject to review at time of review of payment request.
- B. If Record Documents are not properly maintained, Owner may withhold all or a portion of payment to Contractor.

### 1.4 SUBMITTALS

- A. At completion of Work under the Contract, deliver Record Documents to Architect.
- B. Partial submittals are not acceptable, unless requested by Architect.
- C. Submit documents to Architect prior to claim for final Application for Payment.
- D. Accompany submittal with transmittal letter, in duplicate, containing:
  1. Date.
  2. Title of Project.
  3. Contractor's name and address.

4. Title of each Record Document.
5. Certification that each document, as submitted, is complete and accurate.
6. Signature of Contractor or his authorized representative.

## PART 2 - PRODUCTS

Not used

## PART 3 - EXECUTION

Not used

END OF SECTION

## SECTION 01 87 00 Material and Equipment

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Products.
- B. Owner-furnished items.
- C. Transportation and handling.
- D. Storage and protection.
- E. Damage and restoration.

#### 1.2 PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components if designated for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.
- C. Provide products that comply with the Contract Documents that are undamaged and are unused at the time of installation.
- D. Provide products complete with all accessories, trim, finish, safety guards and other devices and detail needed for a complete installation and for the intended use and effect.
- E. Where products are specified by name or by manufacturer provide the product or manufacturer specified. No substitutions will be permitted unless made under the provisions of Section 01 62 00 Product Options and Substitutions.
- F. Where Specifications only describe a product or assembly by listing exact characteristics required, provide a product or assembly that provides the characteristics.
- G. Where Specifications only require compliance with performance requirements, provide products that comply with those requirements.
- H. Where the Specifications only require compliance with an imposed code, standard or regulation, provide a product that complies with the standards,

codes or regulations specified.

- I. Where Specifications require review and acceptance of a Sample, the Architect's decision will be final on whether a proposed product Sample is acceptable or not.
- J. Do not use materials and equipment removed from existing premises, unless as specifically directed.

### 1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Schedule delivery to minimize long-term storage at site to prevent overcrowding of construction spaces.
- C. Coordinate production and delivery of Owner-furnished items, where applicable.
- D. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged. Notify Owner of any items received under Owner purchase, if applicable.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

### 1.4 STORAGE

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage when site does not permit on-site storage.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent

soiling, disfigurement, or damage.

- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Prevent the discharge of pollutants to storm water from storage of materials on-site using best management practice techniques defined in Chapter 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force.

## 1.5 PROTECTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

## 1.6 DAMAGE AND RESTORATIONS

- A. Damage to existing or new Work, whether accidental or not, shall be restored or replaced as specified or directed by Architect.
- B. Restoration shall be equal to structural performance of original Work.
- C. Finish shall match appearance of existing adjacent Work.
- D. Work not properly restored or where not capable of being restored shall be removed and replaced.

## PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

**SECTION 07 54 16**  
**Ketone Ethylene Ester Roofing**

**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Mechanically-fastened thermoplastic KEE roofing system, including:
  - a. Patch and repair of existing roof as needed to accommodate work.

1.2 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. SDS: For each type of product indicated.

1.4 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing

Inspector shall be the following:

1. An authorized full-time technical employee of the manufacturer.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.
- D. Preinstallation Roofing Conference: Conduct conference at Project site.
1. Meet with Owner, Architect,, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  2. Review drawings and specifications.
  3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  6. Review structural loading limitations of roof deck during and after roofing.
  7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  8. Review governing regulations and requirements for insurance and certificates if applicable.
  9. Review temporary protection requirements for roofing system during and after installation.
  10. Review roof observation and repair procedures after roofing installation.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

## 1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
  - 3. Remove temporary plugs from roof drains at end of each day.
  - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

## 1.8 WARRANTY

- A. Manufacturer: Manufacturer's standard warranty form, covering work of this Section and extended system components indicated, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period.
  - 1. Warranty Period: 30 years from date of completion.

- B. Installer Warranty: Installer's warranty signed by Installer, covering the Work of this Section, on form acceptable to Roofing Manufacturer and Owner.
  - 1. Warranty Period: 2 years from date of completion.
- C. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
  - 1. Inspections to occur in following years: 2, 5, 10, 15, 20, 25 following completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.
- B. Basis of Design: Tremco; no known equal.

### 2.2 MATERIALS, GENERAL

- A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

### 2.3 THERMOPLASTIC MEMBRANE MATERIALS

- A. KEE Roof Membrane:
  - 1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced roof membrane sheet, ASTM D6754.
    - a. Basis of design product: Tremco, TremPly KEE Single Ply Roof Membrane or equal.
    - b. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction, 400 lbf (70 kN/m).
    - c. Tear Strength, minimum, ASTM D751: Machine direction, 125 lbf (21 kN/m); Cross machine direction, 145 lbf (25 kN/m).

- d. Elongation at Break, ASTM D751: 20 percent.
  - e. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.
  - f. Minimum Membrane Thickness, nominal, less backing, ASTM D751: 60 mils (1.5 mm).
  - g. Thickness over fiber, optical method: 0.014 inches.
  - h. Accelerated Weathering, ASTM G155 and ASTM G154: >5,000 hr., no cracking or crazing.
  - i. Abrasion Resistance, ASTM D3389: >2000 cycles, H-18 wheel, 1,000 g load.
  - j. Color: White.
  - k. Solar Reflectance Index (SRI), ASTM E1980: 110 (White, initial), 86 (White, 3-yr aged).
- B. Sheet Flashing: Manufacturer's standard smooth-backed sheet flashing of same material, type, reinforcement, thickness, and color as KEE sheet membrane.

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
- 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Flashing Membrane Adhesive:
- 1. Bonding adhesive, solvent based fast drying, VOC-compliant, for bonding KEE smooth-backed single ply membranes and flashings to substrates.
    - a. Basis of design product: Tremco, TremPly KEE LV Bonding Adhesive or equal.
    - b. VOC, maximum, ASTM D 3960: 200 g/L.
- C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- D. Metal Stress Plates: Manufacturer's standard AZ50 Galvalume-coated steel formed plates, 0.047 inch thick, with radial corners and membrane-engaging barbs engineered to enhance wind resistance for mechanically-attached KEE

membrane roofing systems. FMG approved.

1. Product: TremPly KEE Plus Stress Plates or equal.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- F. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
  2. Verify that blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean and remove all debris from the existing roof.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- C. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

- D. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.
- B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable.

### 3.4 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

- A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. In-Seam Attachment: Secure one edge of membrane sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten membrane sheet to roof deck.
- G. Metal Stress Plate Installation:
  - 1. Locate plates in grid pattern in accordance with membrane manufacturer's instructions.
  - 2. Install plates in straight rows in the specified number and spacing to achieve the required wind uplift resistance in the main field, edges and corners of the roof.
  - 3. Install plates and separation pads using fasteners that comply with the applicable building code wind uplift rating and the fastener and membrane



- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

**SECTION 07 62 00**  
**Sheet Metal Flashing and Trim**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Pre-coated coping and cap flashings.
- B. Counterflashings at piping penetrations, vent pipes, and conduits.
- C. Counterflashings over bituminous base flashings.
- D. Counterflashings at roof mounted equipment, curbs and supports.
- E. Flexible sheet flashing.
- F. Manufactured reglets.

1.2 REFERENCES

Contractor's work shall comply with the following standards as applicable.

Manufactured items are to be fabricated to these same standards.

The following standards (and publications) are applicable to the extent referenced in the text. The most recent of these standards is implied, unless otherwise stated.

- A. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated, (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A755 - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
- C. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated (Galvanized) by the Hot-Dip Process.
- D. ASTM B32 - Standard Specification for Solder Metal.
- E. ASTM B101 - Standard Specifications for Lead-Coated Copper Sheet and Strip for Building Construction.
- F. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

- G. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos Free.
- H. SMACNA - Architectural Sheet Metal Manual.

### 1.3 SYSTEM DESCRIPTION

- A. Work of this Section is to physically protect [membrane roofing,] [pre-formed metal roofing] [and] [base flashings,] from damage that would permit water leakage to building interior.

### 1.4 QUALITY ASSURANCE

- A. Applicator: Company specializing in sheet metal flashing Work with five years minimum experience.
- B. Perform Work in accordance with SMACNA standard details and requirements.

### 1.5 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Submit Shop Drawings of sheet metal items indicating profiles, jointing, terminations, sill pans and installation details. Indicate type and spacing of fasteners.
- C. Submittal of specific plates from the SMACNA Architectural Sheet Metal Manual constitutes acceptable documentation of installation details.
- D. Submit Product Data for pre-coated galvanized steel and flashing accessories.
- E. Submit two 4" square Samples illustrating metal finish color for pre-coated steel.

### 1.6 STORAGE AND HANDLING

- A. Store products under provisions of Section 01 87 00.
- B. Stack preformed material to prevent twisting, bending, or abrasion, and to provide ventilation.
- C. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

### 1.7 WARRANTY

- A. Provide manufacturer's 20-year warranty against defective materials and finish.
- B. Provide installer's 2-year warranty coverage for water tightness and integrity of

seals.

## PART 2 - PRODUCTS

### 2.1 SHEET MATERIALS

- A. Pre-Coated Galvanized Steel: ASTM A755 on zinc-coated galvanized substrate, ASTM A653, Grade 33, G90 zinc coating in accordance with ASTM A924; 0.0299" thick core steel, factory pre-coated with "Kynar 500" or "Hylar 5000" coating of color to be selected by Architect.

### 2.2 ACCESSORIES

- A. Lead-Coated Copper: ASTM B101, Temper H00 and H01, cold-rolled copper sheet, coated both sides with lead weighing not less than 12 pounds per 100 square feet or more than 15 pounds per 100 square feet total weight of copper sheet with lead applied to both sides.
- B. Fastener: Galvanized steel or stainless steel with soft neoprene washers at exposed fasteners. [Finish exposed fasteners shall match pre-coated metal.]
- C. Underlayment: ASTM D266; No. 30 asphalt-saturated roofing felt.
- D. Metal Primer: As specified in Section 09 91 00.
- E. Protective Backing Paint: Zinc chromate alkyd.
- F. Slip Sheet: 0.05 psf, rosin-sized building paper.
- G. Sealant: As specified in Section 07 92 00.
- H. Bedding Compound: Rubber-asphalt type.
- I. Plastic Cement: ASTM D4586, Type I.
- J. Metal Flashing System: Two piece pre-coated galvanized steel similar to Springlok Flashing System, manufactured by Fry Reglet, type as indicated. Include fabricated end closures and mitered corners.
- K. Solder for Lead-Coated Copper: ASTM B32, Grade SN 60% tin, 40% lead.
- L. Solder for Zinc: ASTM B32; 50/50 tin/lead type, with rosin flux.
- M. Self-Adhesive Flexible Sheet Flashing: 40-mil-thick composite of polyethylene film and self-adhesive rubberized asphalt with embossed slip-resistant surface; "Ice and Water Shield" by W.R. Grace or approved equal.

- N. Manufactured Reglets: Two piece pre-coated galvanized steel, spring-action type similar to "Springlock Flashing System" or approved equal, manufactured by Fry Reglet, type as indicated. Include fabricated end closures and mitered corners. Finish: Manufacturer's gray epoxy primer; exposed portions shall be field finish painted as specified in Section 09 91 00.
- O. Fabricated Galvanized Sill Pans. Shop fabricate sill pans from 24 ga, fully soldered and watertight as per the drawings. Protect underside of pans sitting atop concrete surfaces with continuous layer of self-adhered flashing.

## 2.3 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate concealed cleats of galvanized steel, ASTM A653, Grade 33, G90 zinc coating, 0.0478" thickness, interlockable with sheet.
- C. Fabricate exposed cleats and coverplates of same material as sheet, interlockable with sheet.
- D. Form pieces in longest practical lengths.
- E. Hem exposed edges on underside 1/2". Miter and seam corners.
- F. Form material with flat lock seam.
- G. Solder and seal metal joints. After soldering, remove flux. Wipe and wash solder joints clean.
- H. Fabricate corners from one piece with minimum 18" long legs; seam for rigidity, seal with sealant.
- I. Fabricate vertical faces with bottom edge formed outward 1/4" and hemmed to form drip.
- J. Fabricate flashings to allow toe to extend 4" over [bituminous base flashings] [roofing surface]. Return and brake edges.
- K. Fabricate vent pipe and roof penetration flashings of non lead-bearing material with clamping ring and storm collar.

## 2.4 FINISH

- A. Shop prepare and prime exposed ferrous metal surfaces.
- B. Back-paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

- C. Site paint exposed to view metal surfaces under provisions of Section 09 91 00.
- D. "Kynar 500" or "Hylar 5000" factory pre-coated finish with 0.2 mil baked on primer and 0.8 mil baked on topcoat for a 1.0 mil dry film thickness. Finish shall be warranted for a minimum of 20 years against all defects.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Contractor to confirm that site conditions and substrates are ready for sheet metal work to commence. If not, make suitable repairs or adjustments to the work. Beginning of installation means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Field measure site conditions prior to fabricating Work.
- B. Install starter and edge strips, and cleats before starting installation.
- C. Install surface-mounted reglets true to line and level. Seal top with sealant.
- D. Install underlayment with protective slip sheet over parapets, caps, copings, gravel stops and curbs.

### 3.3 INSTALLATION

- A. Conform to indicated details on the Drawings and the recommendations included in the SMACNA Architectural Sheet Metal Manual.
- B. Provide for thermal expansion of exposed sheet metal Work. Space movement joints at 10' on center maximum with no joints within 2' of corners. Attach members with clips to permit movement without damage, or provide slotted or oversize holes with washers.
- C. Form expansion joints of intermeshing hooked flanges filled with sealant.
- D. Insert flashings into reglets to form tight fit. Secure in place with lead wedges at maximum 12" on center. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.

- E. Secure flashings in place using concealed fasteners. Use exposed fasteners only where indicated.
- F. Lap, lock, seam and seal all joints. Make lock seam Work flat and true to line, and sweat full of solder, except where installed to permit expansion and contraction. Lap flat lock seams, and lap seams where soldered according to pitch, but in no case less than 3". Make seams in direction of flow.
- G. Apply plastic cement compound between metal flashings and felt flashings. Apply bituminous coating between dissimilar metals where occurs.
- H. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- I. Roof-Penetration, Vent Pipe Flashing: Turn lead flashing down inside vent piping. Clamp flashing to other pipes penetrating roof except for vent piping. Seal with elastomeric sealant.
- J. Solder metal joints watertight for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- K. Seal metal joints watertight and weathertight throughout.

### 3.4 FIELD QUALITY CONTROL

- A. Conform to SMACNA Architectural Sheet Metal Manual.
- B. Field observation will involve surveillance of Work during installation to ascertain compliance with specified requirements.

### 3.5 CLEANING AND ADJUSTMENT

- A. Leave Work clean and free of stains, scrap and debris.
- B. Repair and replace damaged Work.

**END OF SECTION**

**SECTION 07 92 00**  
**Joint Sealers**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing.

1.2 SUMMARY OF SEALANT LOCATIONS

- A. Joints in Horizontal Surfaces:
  - 1. Expansion and isolation joints in cast-in-place concrete slabs.
  - 2. Expansion and isolation joints in masonry paving.
  - 3. Joints in precast concrete paving units.
  - 4. Joints in stone paving units.
  - 5. Control and expansion joints in ceramic and quarry tile.
  - 6. Control and expansion joints in soffits, ceilings and overhead surfaces.
  - 7. Joints on underside of precast beams and planks.
  - 8. Perimeter joints in exterior openings.
  - 9. Joints between ceiling surfaces and frames for doors and windows.
  - 10. Joints in flashing and sheet metal.
  - 11. Perimeter joints of toilet fixtures.
  - 12. Acoustical isolation joints between head and sill of walls and floor and ceiling surfaces.
  - 13. Joints between countertops and wall surfaces.
  - 14. Joints in skylights and framing.
  - 15. Joints between thresholds and floors.
  - 16. Isolation joints in plaster soffits and ceilings.
  - 17. Joints between dissimilar materials and those listed above.

18. Other joints as indicated.
- B. Joints in Vertical Surfaces:
1. Expansion and isolation joints in cast-in-place concrete.
  2. Expansion and isolation joints in masonry.
  3. Joints in precast concrete.
  4. Expansion and isolation joints in stonework.
  5. Control and expansion joints in ceramic and quarry tile.
  6. Perimeter joints in exterior openings.
  7. Joints in flashing and sheet metal.
  8. Perimeter joints of toilet fixtures.
  9. Acoustical isolation joints of walls.
  10. Joints between cabinets and walls.
  11. Joints between wall surfaces and door and window frames.
  12. Joints in skylights and framing.
  13. Isolation joints in plaster walls.
  14. Joints between dissimilar materials and those listed above.
  15. Other joints as indicated.

### 1.3 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing.
- B. ASTM C919 - Standard Practices for Use of Sealants in Acoustical Applications.
- C. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- E. ASTM D217 – Standard Test Methods for Cone Penetration of Lubricating Grease.
- F. ASTM D1056 – Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

- G. SWRI - (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Submit Product Data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
- C. Submit two 4" long Samples illustrating colors selected.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum five years documented experience.
- B. Applicator: Company specializing in applying the Work of this Section with minimum three years documented experience, approved by sealant manufacturer.
- C. Conform to Sealant, Waterproofing, and Restoration Institute (SWRI) requirements for materials and installation.
- D. Perform Work in accordance with ASTM C1193.
- E. Perform acoustical sealant application work to provide maximum STC values in accordance with ASTM C919.

#### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent curing sealants in enclosed building spaces.
- B. Do not install sealant when temperature is less than 40°F.
- C. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

#### 1.7 WARRANTY

- A. Provide sealant manufacturer's 5 year warranty against defects in materials.
- B. Include coverage for installed sealants and accessories which fail to achieve air and water seal and exhibit loss of adhesion or cohesion or do not cure.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers and products are listed for each sealant type.
- B. Substitutions: Under provisions of Section 01 62 00.

## 2.2 SEALANTS

- A. Type A - Acrylic Latex: One-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C834, Type S, Grade NS, formulated to be paintable:
  - 1. Tremco Inc., Acrylic Latex Caulk "Tremflex 834/TremPro 655", [www.tremosealants.com](http://www.tremosealants.com)
  - 2. Bostik Construction Products Division, [www.bostik-us.com](http://www.bostik-us.com)
  - 3. Pecora Corporation, "Pecora AC-20"., [www.pecora.com](http://www.pecora.com)
- B. Type B - Butyl Sealant: One-part, non-sag solvent-release-curing sealant complying with FS TT-S-001657 for Type 1 and formulated with a minimum of 75% solids:
  - 1. Tremco Inc., Tremco "Bitul Sealant"., [www.tremosealants.com](http://www.tremosealants.com)
  - 2. Bostik Construction Products Division, [www.bostik-us.com](http://www.bostik-us.com)
  - 3. Pecora Corporation, "~~BC-158~~"., [www.pecora.com](http://www.pecora.com)
- C. Type C - Silicone Sealant: One-part nonacid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25:
  - 1. Dow Corning Corp., "Dowsil 790 Silicone Building Sealant"., [www.dow.com](http://www.dow.com)
  - 2. General Electric Co., "SCS2000 Silpruf Sealant"., [siliconeforbuilding.com](http://siliconeforbuilding.com)
  - 3. Tremco, Inc., "Spectrem® 1"., [www.tremosealants.com](http://www.tremosealants.com)
  - 4. Pecora Corp., "Pecora 864NST" or "Pecora 890NST"., [www.pecora.com](http://www.pecora.com)
- D. Type D - Neutral-Curing Silicone Sealant: One part medium modulus neutral-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25:
  - 1. Dow Corning Corp., Dowsil 795 Silicone Building Sealant., [www.dow.com](http://www.dow.com).
  - 2. General Electric Co., "SSG4000 Ultraglaze Sealant"., [siliconeforbuilding.com](http://siliconeforbuilding.com)

3. Tremco, Inc., " Spectrem® 3"., [www.tremosealants.com](http://www.tremosealants.com)
  4. Pecora Corp., "Pecora 895NST"., [www.pecora.com](http://www.pecora.com)
- E. Type E - One-Part Mildew-Resistant Silicone Sealant: Complying with ASTM C920, Type S, Grade NS, Class 25:
1. Dow Corning Corp., Dowsil 786 Silicone Sealant., [www.dow.com](http://www.dow.com).
  2. General Electric Co., " SCS1700 Sanitary"., [siliconeforbuilding.com](http://siliconeforbuilding.com)
  3. Tremco, Inc., " Proglaze®" White., [www.tremosealants.com](http://www.tremosealants.com)
  4. Pecora Corp., "~~863~~" or "Pecora 898NST" White., [www.pecora.com](http://www.pecora.com)
- F. Type F - Multi-Part Pourable Sealant: Complying with ASTM C920, Type M, Grade P, Class 25. Shore A hardness +40:
1. Tremco, Inc.
  2. Pecora Corp., "Pecora DynaTred" or "Pecora Urexpan NR-200"., [www.pecora.com](http://www.pecora.com)
  3. Sika Corporation, "Sikaflex 2C NS EZ Mix"., [usa.sika.com](http://usa.sika.com)
  4. W.R. Meadows, "Pourthane NS/SL"., [www.wrmeadows.com](http://www.wrmeadows.com)
- G. Type G - Acoustical Sealant: Nondrying, nonhardening permanently flexible conforming to ASTM D217:
1. Pecora Corp., "Pecora BA-98" Acoustical Sealant., [www.pecora.com](http://www.pecora.com)
  2. Tremco, Inc., "Tremco Acoustical Sealant"., [www.tremosealants.com](http://www.tremosealants.com)
  3. United States Gypsum Co., "Sheetrock® Acoustical Sealant"., [www.usg.com](http://www.usg.com)
- H. Type H - Sound and Fire Protective Rated Moldable Putty Pads as wall opening protective materials when code required in fire-rated walls:
1. Tremco, Inc., TREMstop® MP "Firestopping Putty Pads"., [www.tremosealants.com](http://www.tremosealants.com)
  2. 3M Inc., "3M Fire Barrier Moldable Putty Pads MPP+", [www.3m.com](http://www.3m.com)
  3. Hilti Co., CP 617 Firestop Putty Pad"., [www.hilti.com](http://www.hilti.com)

## 2.3 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit

application.

- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1056; round, closed cell polyethylene foam rod; oversized 30% to 50% larger than joint width.
- D. Bond Breaker: Pressure-sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that joint openings are ready to receive Work and field measurements are as shown on Drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing substrate.

### 3.2 PREPARATION

- A. Clean and prime joints in accordance with manufacturer's instructions. Prime if recommended by manufacturer.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation in accordance with ASTM C1193.
- E. Protect elements surrounding the Work of this Section from damage or disfiguration.

### 3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.

- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints concave unless otherwise detailed.

### 3.4 CLEANING AND REPAIRING

- A. Clean work under provisions of Section 01 77 00.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this Section.

### 3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

### 3.6 SCHEDULE

<u>Type</u>	<u>Location</u>	<u>Color</u>
Type A - Acrylic Latex Cure	All interior joints otherwise Scheduled	To match adjacent surfaces
Type B - Butyl	Under thresholds	Black
Type C - One-Part Nonacid Curing Silicone	Exterior door, entrance, & window frames. [Exterior & Interior vertical joints in concrete masonry] [metal flashing]	[Black] [Bronze] [Aluminum] [Stone] [Grey] [ ] [to match adjacent material]
Type D - Neutral Curing Silicone	Joints within [glazed curtain wall system] [skylight framing system] [aluminum entrance system] glass and glazing	[Translucent] [White] [Black] [Aluminum] [Bronze]
Type E - Mildew-Resistant Silicone	Interior joints in ceramic tile and plumbing fixtures	[White] [Translucent] [Almond]
Type F - Multi-part Pourable Urethane	Exterior & interior joints in horizontal surfaces of concrete; between metal & concrete masonry and mortar	[Black] [Limestone] [Stone] [To match adjacent material]

Type G - Acoustical Sealant

In sound rated walls between stud track/runner and adjacent construction. Between outlet boxes and gypsum board.

[White] [Translucent]

Type H - Sound and Fire Protective Rated Moldable Putty Pads

At fire-rated wall opening when code required, such as electric boxes. In sound rated walls at electrical boxes.

Red

**END OF SECTION**

## SECTION 23 74 16.13

### PACKAGED, OUTDOOR ROOFTOP AIR CONDITIONING UNITS

#### PART 1 – GENERAL

##### 1.1 SUMMARY

This section specifies the general construction, performance, and quality requirements for air handling units (AHUs) to be used in building HVAC systems. AHUs shall be factory-fabricated, tested, and shipped ready for site installation. Units shall meet the operational, control, and performance criteria indicated in the Drawings and as specified herein.

##### 1.2 DEFINITIONS

- A. Class "A" thermal break shall be defined as a thermal break that ensures no member on the exterior of the unit, including fasteners, has through metal contact with any member on the interior of the unit, including fasteners.
- B. Wall assemblies shall include all unit wall panels around the air tunnel perimeter: all channels exposed to both the interior and exterior of the unit, and all removable wall access panels.
- C. Door assemblies shall include interior and exterior unit door panels, door frames, and door channels.
- D. Roof assemblies shall include exterior unit roof panels, interior unit ceiling panels, and all roof channels exposed to both the interior and exterior of the unit.
- E. Fan assemblies shall include fans and motors.

##### 1.3 QUALITY STANDARDS

The following standards shall be adhered to unless otherwise noted:

- ABMA STD 9 – Load Ratings and Fatigue Life for Ball Bearings.
- ABMA STD 11 – Load Ratings and Fatigue Life for Roller Bearings.
- AMCA 99 – Standards Handbook.
- AMCA 205 – Energy Efficiency Classifications for Fans.
- AMCA 210, 211 – Laboratory Methods for Testing Fans for Rating.
- AMCA 300 – Reverberant Room Method for Sound Testing of Fans.
- AMCA 301 – Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
- AMCA 500 – Test Methods for Louvers, Dampers and Shutters.

- AHRI 410 – Standard for Forced-Circulation Air-Cooling and Air-Heating Coils.
- AHRI 430 – Standard for Central-Station Air-Handling Units.
- AHRI 610 – Central System Humidifiers.
- AHRI Guideline D – Application and Installation of Central Station Air-Handling Units.
- NEMA MG 1 – Motors and Generators (1).
- (NEC) NFPA 70 – National Electrical Code.
- NFPA 90A - Installation of Air-Conditioning and Ventilating Systems Standards
- SMACNA (DCS) – HVAC Duct Construction Standards – Metal and Flexible.
- UL 900 – Standard for Air Filter Units.
- UL 1096 – Electric Central Air Heating Equipment.
- ASHRAE 90.1 and 62.1
- NFPA 90A
- UL 60335 – Heating and Cooling Equipment
- NEMA 250 – Type 4X for all sensors
- NEC (NFPA 70)
- ASTM E84 for surface burning characteristics
- ISO 9001 Quality Management Systems
- ETL/UL Listed components

#### 1.4 SCOPE OF WORK

The AHU Manufacturer's work shall include, but is not necessarily limited to the following:

- A. Furnish a complete set of submittals as described hereinafter.
- B. Provide factory-assembled custom AHU units, except for the units split into sections as required for shipping or installation requirements as determined by the installing contractor. The units shall conform to the length, shape, aspect ratio, maximum weight, connection locations and sizes, maintenance and access provisions, construction materials, cabinet ratings, and internal component performance, sizes, and quality standards as indicated on the plans, schedules, and as specified herein. The unit shall not be limited to the manufacturer's standard construction materials, components, sizes, or performance parameters if such standards

deviate from these specifications. Field-provided components and options shall be unacceptable unless otherwise noted.

- C. Provide all labor, materials, and equipment necessary for the complete engineering, production, factory assembly, factory testing, packaging, and delivery of the HVAC unit and their related accessories as described on the production submittal.
- D. Permit the Owner and Engineer to inspect as herein described and to witness factory acceptance tests FAT according to agreed inspection test plan ITP to ensure good product quality and compliance with these specifications.
- E. Provide a factory-authorized service representative employed by the AHU Manufacturer to supervise installation and start-up of the units as herein described. (Optional with add on cost)
- F. Provide Owner's Manual (IOM) with complete operating instructions.

## 1.5 SUBMITTALS

### A. Substitutions:

No alternate equipment manufacturers shall be submitted. The specified manufactures as shown on the mechanical plans shall be used.

### B. Approval Required Prior to Fabrication:

No equipment shall be fabricated or delivered until receipt of an approved production submittal from the Owner or the Owner's authorized representative.

### C. Submittal Content Requirements:

The AHU Manufacturer shall provide the following information in the production submittal package for each unit:

#### 1) Drawings:

- a. Dimensioned arrangement drawings including plan and elevation views
- b. Overall dimensions and weights
- c. Location of all control panels, piping connections, electrical and service connection points, and service clearances.
- d. Airflow Diagram

#### 2) Performance Data:

- a. Component capacities and airside/waterside pressure drop
- b. AMCA-certified fan curves with design operating point clearly plotted
- c. AMCA-certified fan inlet and outlet sound power level data at rated capacity

- d. All performance data corrected for actual site conditions, including temperature and altitude

3) Equipment Schedule and Components:

Brand and model numbers for all major parts and components including:

- a. Fans and fan motors
- b. Coils
- c. Compressors
- d. Heaters
- e. Humidifiers
- f. Air filters
- g. Dampers
- h. Desiccant rotary wheels
- i. Heat recovery systems
- j. Evaporative media
- k. Valves
- l. Sensors and actuators
- m. Outside air and return air measuring stations

D. IOM and Electronic Documentation:

The HVAC unit Manufacturer shall provide appropriate sets of submittals as required by the project's General Conditions. Electronic copies of the Installation, Operation, and Maintenance (IOM) manual shall be submitted to the Owner.

E. Specification Compliance Statement:

If applicable, the HVAC unit Manufacturer shall submit a Specification Compliance Declaration (CDE) confirming conformance with all performance and construction requirements of the guide specification.

## 1.6 MANUFACTURER'S SCOPE OF WORK

The AHU Manufacturer's work shall include, but is not necessarily limited to, the following:

A. Submittals:

Furnish a complete set of submittals as described in Section 1.5.

- B. Unit Construction and Assembly:  
Provide factory-assembled custom AHU units as described in section 1.4(B), except for the units split into sections as required for shipping or installation requirements as determined by the installing contractor. The units shall conform to the length, shape, aspect ratio, maximum weight, connection locations and sizes, maintenance and access provisions, construction materials, cabinet ratings, and internal component performance, sizes, and quality standards as indicated on the plans, schedules, and as specified herein
- a. The unit shall not be limited to the manufacturer's standard construction materials, components, sizes, or performance parameters if such standards deviate from these specifications
  - b. Field-provided components or options shall not be acceptable unless explicitly noted.
- C. Labor and Materials:  
Provide all labor, materials, and equipment necessary for the complete engineering, production, factory assembly, factory testing, packaging, and delivery of the HVAC unit and associated accessories as defined in the production submittal.
- a. Inspection and Testing:  
Permit the Owner and Engineer to inspect the unit(s) and request for an appointment to witness Factory Acceptance Tests (FAT) in accordance with the agreed Inspection Test Plan (ITP) to verify product quality and compliance with these specifications.  
Travel cost to be covered by the mechanical / general contractor.
- D. Start-up Supervision (Optional):  
Provide a factory-authorized service representative, employed by the AHU Manufacturer, to supervise installation and startup of the units as specified.
- a. Start-up Supervision requires a separate purchase order.
- E. Documentation:  
Provide a complete Owner's Manual (IOM), including detailed operating instructions, maintenance guidance, and equipment serial numbers.

## 1.7 WARRANTY AND SERVICE

The AHU Manufacturer shall provide a parts & labor warranty service extending 12 months from start-up or 18 months from shipment, whichever comes first.

- A. The labor cost is not included unless stated otherwise.
- B. Extended Warranty and service contract are optional with add-on cost.

## PART 2 – PRODUCTS

### 2.1 AGENCY LISTING

HVAC unit can be agency listed to UL 60335-2-40 by UL or ETL. (Optional with add-on cost)

## 2.2 UNIT NAMEPLATES AND LABELS

Nameplates shall be provided on the units, including:

- Job name, sales order number, unit tagging, and service model number.
- Voltage, frequency, number of phases, and FLA (Full Load Amperes).
- MCA (Minimum Circuit Ampacity) and MOP (Maximum Overcurrent Protection).

## 2.3 UNIT CONSTRUCTION

### 1. Casing Certified Performance

- a. Unit air leakage shall not exceed 1.0% of design CFM at -8.0" w.g with 2" panels
- b. Casing deflection shall not exceed L/200 at -8.0" w.g.
- c. The unit casing shall be factory-tested and certified to meet leakage performance standards per SMACNA guidelines.
- d. Leakage shall not exceed Class 2, defined as a maximum of 2.0 cfm per square foot of casing surface area at 1.0" water gauge (wg) positive or negative pressure.
- e. Testing shall be conducted in accordance with ASHRAE 111 or equivalent procedures, and test results shall be made available upon request.
- f. This performance shall apply to the entire casing assembly, including panel joints, access doors, and penetrations.
- g. Units shall be constructed to maintain the established leak parameters for the designed life of the unit, ensuring integrity under thermal cycling and mechanical stress.

### 2. Structure

- a. Extruded aluminum penta-post framework.
- b. Double-skinned galvanized sheet steel panels filled with Polyurethane-injected foam, or rockwool as required.
- c. Weatherproof external units with no through-metal contact (thermal break construction).
- d. The structural framework shall be constructed of heavy-gauge, G90 galvanized steel or aluminum, with all framing members adequately reinforced to support mechanical loads, resist deflection, and maintain alignment under full operating conditions.
- e. All structural members shall incorporate an integrated thermal break design, providing complete separation between interior and exterior metal components to minimize thermal bridging and condensation risk.

- f. Panel seams and structural connections shall be sealed to maintain the integrity of the thermal break and overall envelope.
- g. Corner posts, base rails, and major framing members shall be welded or mechanically fastened and treated to prevent corrosion at cut edges and joints.

### 3. Bases

#### 3.1. Structural Steel

- a. ASTM A36 structural steel "C" channel perimeter; internal support from structural rectangular tubing.
- b. Minimum 1/4" thick tubular steel support for fans/coils.
- c. Welded or bolted base construction with a minimum of 4" base height.
- d. Curb attachment angle for curb-mounted equipment.
- e. Four lifting lugs per section minimum.
- f. Painted base structural members.

### 4. Panels (Floor, Wall, Roof)

- a. Floor Panels: Double wall; 18-gauge galvanized inner / 20-gauge painted outer steel, checker plate. Seam-sealed and gasketed.
- b. Wall/Roof Panels: 20-gauge double wall, PU insulated modular panels with min. 2" thick insulation,  $R \geq 6/\text{in}$ , rockwool for high-temperature sections. Roof shall use seam-sealed, standing-seam or fully overlapped panels, sloped for positive drainage (minimum 1/8" per foot slope). G90 galvanized steel roof skin.
- c. Insulation: Closed-cell foam with min. R-13 on the floor. No voids.
- d. Standards: NFPA 90A complaint.
- e. Safety: Grated walking surface over air openings.
- f. Access: Removable panels/doors;
- g. Outdoor Roofs: Standing seams, joiners for split units, rain gutters over doors.

### 5. Access Doors

- a. Access doors shall be provided, full height (50") where unit height permits and shall be 20" wide where section length permits, otherwise minimum of 18" shall be used. Doors shall be 1/2/3/4" thick, double wall and insulated type.
- b. Exterior door panels shall be painted G90 Galvannealed steel with minimum 1,000-hour performance paint in accordance with ASTM B117 Salt Fog Test;
- c. Interior panels shall be galvanized with finish G90 steel.
- d. All doors shall be installed matching the section pressure (-Ve pressure doors for downstream fans, and +Ve pressure doors upstream the fan).

- e. Positive pressure doors shall be designed as right and left swing according to internal components, and door stoppers shall be provided, as those doors may touch coils and critical devices.
- f. Viewing windows shall have double thermal pane with wire reinforced safety glass/plastic.
- g. Outdoor equipment will have a rain guard installed over each door.

## 2.4 UNIT COMPONENTS

### 1. Filtration

#### 1.1. Filter Stages

- a. Initial: 2" MERV 8 filters.
- b. Secondary: 4" MERV 13 filters.
- c. Filter media: Non-woven cotton, UL 900 Class 2.

#### 1.2. Housing and Accessories

- a. Galvanized steel holding frames with foam gasket.
- b. Filters accessible via front or rear loading.
- c. Differential pressure switch included.

### 2. Coil Assemblies

#### 2.1. DX Coil

Provide coils rated in accordance with AHRI 410-2001 as manufactured by Coil Master or Super Radiator Coil and meet all construction features and performance parameters as specified in this section and the project schedule.

2.1.1. Construction. Provide coils with the following material types and thicknesses:

- a. Fins: 0.006" thick aluminum
- b. Tubes: 0.016" thick seamless copper
- c. Tube Diameter: 3/8", 1/2", or 5/8" as required
- d. Casing: 16 ga. galvanized steel
- e. Circuiting Type: Interlaced, or as scheduled

2.1.2. Performance. Provide coils meeting the following performance parameters:

- a. Fluid: R-454B

- b. Outdoor ambient temperature: 95 deg F, or as scheduled
- c. Face Velocity shall be in the 250 fpm to 500 fpm range and not exceeding the scheduled value.
- d. Air Pressure Drop: Not to exceed the scheduled value
- e. Refrigerant Pressure Drop: Maximum 13 psi
- f. Rows: Provide the number of rows scheduled
- g. Fin Density: Maximum 12 fins/inch, but not to exceed the number of fins per inch scheduled

2.1.3. Piping Connections. All refrigerant connections shall remain inside the unit's cabinet and run directly to the condensing section

## 2.2. Condenser Coils

Provide copper tube/aluminum fin coils as manufactured by Coil Master or Super Radiator (or equal), meeting all construction features and performance parameters as specified in this section. Microchannel condenser coils shall not be used due to the extremely dense fin spacing required and inability to repair leaks, requiring replacement of the entire coil.

2.2.1. Construction. Provide coils with the following material types and thicknesses:

- a. Tubes: 0.012" thick seamless copper tubes w/ rifled interior
- b. Fins: 0.006" thick aluminum lanced fins
- c. Tube Diameter: 5/16"
- d. Casing: Galvanized
- e. Provide an integral subcooler circuit to ensure a minimum of 10 degrees of liquid subcooling

2.2.2. Performance. Provide coils meeting the following performance parameters:

- a. Condenser Design Ambient Temperature: 95°F
- b. Face Velocity: Maximum 600 fpm, but not to exceed the scheduled value
- c. Air Pressure Drop: Not to exceed the scheduled value
- d. Refrigerant Pressure Drop: Maximum 13 psi including condenser subcooler section
- e. Rows: Provide the number of rows scheduled

- f. Fin Density: Maximum 16 fins/inch, but not to exceed the number of fins/inch scheduled

### 2.3. Drain Pans

#### 2.3.1. Primary Drain Pans

- a. Material: 304 stainless steel, 2" deep, double sloped (1/6" per ft).
- b. Drain taps extend 1.5" beyond base.
- c. Drain size schedule:
  - 3/4" up to 20 TR
  - 1" for 21–40 TR
  - 1 1/4" for 41–90 TR
  - 1 1/2" for 91–125 TR
  - 2" for 126–250 TR

#### 2.3.2. Intermediate Drain Pans

- a. 304 stainless steel, piped to primary pan.
- b. Required for stacked coils or >50" coil height.
- c. Minimum drainpipe: 1".

### 3. Fan Assemblies

#### 1. Blowers

- 1.1. Standard of Quality. Fans shall be direct drive Zeihl-Abegg ECM utilizing Infinitum motors or alternate IE5 Efficiency-rated fan motor assembly.
- 1.2. Wheel. The fan wheel shall be non-overloading centrifugal type. Wheel shall be statically and dynamically balanced, grade G6.3 per ANSI S2.19.
  - a. The supply fan wheel shall be manufactured with a minimum of seven stitch welded steel backward curved blades.
  - b. The return fan wheel shall be manufactured with a minimum of seven, stitch welded steel backward curved blades.
  - c. The fan wheel shall be constructed to inhibit corrosion.
  - d. The wheel and fan inlet shall be carefully matched and shall have precise running tolerances for maximum performance and operating efficiency.

- 1.3. Construction. Plenum fans shall be of the unhooused direct drive centrifugal type.
  - a. The fan plate shall be aerodynamically designed with high-efficiency inlet, engineered to reduce incoming air turbulence.
  - b. Panels and framework shall be constructed of precision laser cut and die formed galvanized steel to provide a rigid structure to support the drive motor, shaft, bearings and wheel and reduce low frequency vibration.
  - c. Each fan shall be given an electronic vibration analysis in accordance with ANSI/AMCA Standard 204, while operating at the specified fan RPM. The vibration signatures shall be taken at motor mounting pedestal in the horizontal, vertical, and axial direction. The maximum allowable fan vibration shall be 0.10 in./sec peak velocity, filter-in as measured at the fan RPM.
  
- 1.4. Motor. Motors shall meet or exceed EISA (Energy Independence and (Security Act) efficiencies. Motors shall be 3- phase NEMA T-frame, 60 Hz, with RPM as scheduled.
  - a. Return fan motors shall be Vari-Green EC FASR.
  - b. Enclosure shall be Totally Enclosed Fan Cooled (TEFC).
  - c. Supply motors housing shall be cast iron.
  - d. Return motors housing shall be rolled steel.
  - e. The service factor shall be 1.15.
  - f. Insulation shall be Class F.
  - g. Supply fan motors shall be variable frequency drive (VFD) compatible.
  - h. Return fan motors shall have an integrated ABB VFD.
  - i. Supply motors 10 HP and larger shall be provided with shaft grounding rings.
  - j. Return motors shall have internal brush shaft grounding.
  
- 1.5. Performance. Conform to ANSI/AMCA Standards 210 and 300. Fans shall be tested in accordance with AMCA Publications 211 and 311 in an AMCA accredited laboratory and certified for air and sound performance. Fans shall be licensed to bear the AMCA ratings seal for air performance (AMCA 210) and sound performance (AMCA 300).
  - a. Fan brake horsepower shall not exceed the scheduled brake horsepower at the total static pressure and airflow scheduled.

- b. Provide the number of fans scheduled, no exceptions.
- c. Fan motors shall be selected to run at no more than 90 Hz at design conditions.
- d. Fan motor RPM shall be selected to run at no more than scheduled RPM.
- e. Mounting. The blower and motor shall be mounted on a unitary isolation base.
- f. Structural steel fan/motor base shall be designed by the manufacturer to properly support the fan/motor assembly to mitigate vibration.
- g. Supply Fans: 1" deflection housed seismic rated spring isolators shall be provided.
- h. Return Fans: 1" deflection housed seismic rated spring isolators shall be provided.
- i. Fan inlets shall be connected to a double wall foam injected plenum wall.
- j. Fans shall be connected to the plenum wall with canvas flex connectors with aluminum edge caps.

#### 4. Refrigeration System and Components

##### 4.1. General Requirements.

- 4.1.1. Provide custom integral air-cooled packaged refrigeration system factory piped, wired, charged with nitrogen, charged, and tested with refrigerant and oil.
- 4.1.2. The refrigeration system shall be custom designed to provide energy efficient operation for the specific conditions of this project and performance of each unit.
- 4.1.3. Construction shall integrate into the unit cabinet using the same quality construction and finishes as the cabinet (detailed in this section). The manufacturer's standard pre-designed condensing unit or condenser shall not be accepted. Skid mounting of a standard condenser or condensing unit from another manufacturer shall not be accepted.
- 4.1.4. Use of a refrigerant to water/glycol heat exchanger and fluid cooler for the condenser(s) shall not be accepted due to lower energy efficiency (additional heat exchanger, less efficient heat transfer due to a lack of phase change in the condenser and reheat coils, inefficient glycol required for the working fluid, and the additional maintenance for pumps, expansion tanks, air separator, and the glycol fill).

4.1.5. System shall be factory run tested. The run test shall include the following data at a minimum for each circuit and associated compressor(s), and for both cooling and dehumidification operation”

- a. Verification of compressor crankcase heater operation (where applicable)
- b. Discharge pressure
- c. % of reheat capacity (where applicable)
- d. Liquid pressure, temperature, and subcooling
- e. Suction pressure, temperature, and superheat
- f. Compressor Discharge Temperature
- g. Condenser Air Temperature Rise
- h. Oil level @ sight glass
- i. Amp Draw, % of RLA
- j. Outdoor Ambient Temperature and humidity
- k. Evaporator Coil Air Temperature Drop
- l. Duration of test to achieve steady state prior to data collection (20 minutes minimum)
- m. Refrigerant charge shall be adjusted as required to pass both cooling and dehumidification test with the same charge. The run test form with pass/fail criteria for each parameter shall be provided with the submittal. The completed forms shall be provided with IOMs upon shipment.

4.1.6. Submittal shall include all features as detailed in this section.

4.2. Condenser Section Construction:

- 4.2.1. Condenser section top panel shall be 2” double wall injected foam construction for superior strength and lower vibration. Exterior panel material and finish shall be pre-painted. The interior panel material shall be aluminum. Fan inlets shall be connected to the injected foam top panel.
- 4.2.2. Condenser coils and condenser fans for each circuit shall be separated from other circuits by a load bearing 2” double wall injected foam panel constructed of galvanized.
- 4.2.3. The floor shall be 2” double wall injected foam construction with aluminum top panel. Floor panels shall be sealed to the unit base with industrial adhesive to inhibit water leakage. An aluminum floor pan shall overlay the

injected foam panel. A provision for draining moisture to the exterior of the unit shall be provided.

- 4.2.4. Hail guards/vandalism guards shall be provided for all condenser sections.
  - a. For units with angled condenser coils, screens shall be constructed of expanded aluminum mesh secured to a formed metal frame matching the unit exterior. Screens shall be mounted vertically to protect the coils, compressors, and refrigeration specialties. The screens shall be removable without the use of tools and be self-retaining.
  - b. For units with vertical condenser coils, hail guards shall be non-removable expanded aluminum mesh secured to a formed metal frame matching the unit exterior.

#### 4.3. Minimum System Requirements.

- 4.3.1. Refrigerant Rated Efficiency. Refer to the schedule for the minimum EER requirements for the refrigeration system. Refrigeration systems with EER's less than what is scheduled shall be rejected. Provide calculations demonstrating compliance with the specified EER.
- 4.3.2. Custom Refrigeration System Performance. Provide all parameters demonstrating integrated, balanced performance of the system and resultant capacity at the design airflow including:
  - a. Compressor operating envelope for the compressor selected with superheat, subcooling
  - b. Condenser coil details (fins/rows/fin type and thickness, tube diameter, thickness, and type (smooth, rifled) face area, face velocity, and air pressure drop
  - c. Evaporator coil details (fins/rows, fin type and thickness, tube diameter, thickness, and type (smooth, rifled) face area, face velocity and air pressure drop
  - d. Condenser fan airflow and horsepower
  - e. Refrigerant pressure drop for all components and refrigerant line velocity for all piping runs
  - f. Ambient design temperature and suction and condensing temperatures at design conditions
- 4.3.3. Compressor Protection. Provide temperature sensors and pressure transducers on both the suction and discharge sides of the system and provide active compressor control logic to keep the compressors in the compressor manufacturer's recommend operating envelope (variable capacity

compressors), or "three strikes" compressor protection (fixed capacity compressors).

4.3.4. Operating Efficiency. Refrigeration system control logic shall optimize efficiency through control of liquid pressure, condenser airflow and compressor capacity to minimize compressor lift and maximize EER as the load on the system varies.

4.3.5. Low Ambient Operating Temperature. The refrigeration system shall be designed to operate at a minimum outdoor air temperature of 35°F.

4.4. Refrigeration Circuit(s). Provide a minimum of 2 independent circuits, completely pressure tested, dehydrated, and factory charged with refrigerant and oil for shipment. Final charge adjustments during commissioning shall be provided by the installing contractor.

4.4.1. Piping Standards. Pipe systems using the following standards at a minimum:

- a. All piping shall be constructed using bent copper utilizing H55 tempered copper piping to avoid brazed connections where possible.
- b. All brazing shall be done with nitrogen purge to prevent oxidation and scaling
- c. All pipe ends shall be chamfered to limit turbulence, restrictions, and pressure drop. Mandrel-bent piping and long radius copper fittings shall be utilized to limit the number of braze joints and reduce pressure drop
- d. 15% silver filler shall be used for all copper/copper joints
- e. 45% silver and white flux shall be used on all other joints

4.4.2. Provide each refrigeration circuit with the following components:

- a. Filter/Drier: Provide replaceable core type for circuits above 10 tons
- b. Shutoff valves shall be provided on both sides for servicing
- c. Liquid line solenoid valve
- d. Expansion Valve: Electronic type (EEV) provided for circuits with VFD compressors, Thermal type (TXV) for all others
- e. EEV shall have a dedicated superheat controller
- f. Anti-cycle function
- g. Manual Reset High Pressure Switch
- h. Auto Reset Low Pressure Switch

- i. Refrigerant suction, discharge, and liquid pressure transducers and suction and discharge temperature sensors shall be provided and wired to the main controller. Superheat and subcooling values shall be calculated and available for local or remote diagnostics
- j. Service/charging valves. Provide at a minimum discharge line, suction line, and liquid line service/charging valves
- k. A receiver with sight glass shall be provided on circuits with hot gas reheat coils or circuits with low ambient controls
  - Provide a pressure relief valve for the receiver.
- l. Shutoff valves shall be provided on both sides of compressors for servicing when shown on the plans.

#### 4.5. Compressors.

4.5.1. Provide hermetic scroll compressor(s) as specified in this section.

4.5.2. Provide compressors for each circuit as follows (unless specified otherwise):

- a. Circuit 1, Digital Tandem (1 Digital + 1 Staged)
- b. Circuit 2, 1 Staged

4.5.3. Digital Scroll.

- a. Provide compressors capable of operating range from 100% down to 10% of the full refrigeration system capacity as manufactured by Emerson (Copeland) or equal.
- b. Provide scroll compressors with reverse rotation protection, sight glass with moisture indicator (TXV), and oil level adjustment
- c. Provide and mount and wire the controller(s) from the compressor manufacturer to control operation of the digital compressor(s).
- d. Compressors shall be mounted on rubber isolators

4.5.4. Fixed Speed Scroll.

- a. Piping for tandem compressors shall be engineered and provided by the compressor manufacturer, and the performance shall be specifically provided for the tandem set.
- b. Provide scroll compressors with reverse rotation protection, sight glass with moisture indicator (TXV), and oil level adjustment.
- c. Compressors shall be mounted on rubber isolators.

4.6. Condenser Fans/Motors:

Fans shall be TFC, Zeihl-Abegg (or equal) with construction details as specified below.

#### 4.6.1. Fan Wheels

- a. The wheel shall be an axial type.
- b. The wheel shall be statically and dynamically balanced.
- c. The wheel shall be constructed of formed aluminum

#### 4.6.2. Construction:

- a. Motor drive frame assembly shall be formed with galvanized steel channels. Fan panels shall be galvanized steel with formed flanges pre-punched mounting holes, and a deep formed inlet Venturi. Motor shall be locked to the fan shaft using a square key and set screw or tapered bushing.
- b. Accessories: Provide powder-coated steel wire fan guard.

#### 4.6.3. Fan Motors.

- a. The motors shall be direct drive ECM with integral VFD, as described in this section:
- b. The motors shall be Electrically Commutated Motor and shall be UL recognized and CSA listed.

#### 4.6.4. Performance:

- a. Fan motor horsepower shall not exceed the scheduled condenser fan horsepower.
- b. Provide the number of fans scheduled, no exceptions.

### 5. Heating Module

#### 5.1. In-direct Gas-fired Heating Module.

Provide Heatco Inc. indirect gas-fired Furnace module (or similar) listed by Intertek Testing Services (ITS / ETL), a Nationally Recognized Testing Laboratory (NRTL) as a Recognized Component, to the current edition of ANSI Z83.8 / CSA 2.6 Standard for Gas-Fired Duct Furnaces for installation on the positive pressure side of the circulating air blower only. The furnace module shall provide a minimum combustion efficiency of 81%.

##### 5.1.1. Gas-fired furnace(s) provided shall have a tubular heat exchanger constructed of

- a. Type 409 Stainless Steel (.044 Min. Wall thickness) produced to ASTM A268

- b. Or Type 304L stainless tubes (.047 Min. Wall thickness) produced to ASTM A249.
- 5.1.2. Heat exchanger tubes shall be mechanically secured to vestibule panels and design shall be suitable to withstand 3.0" w.c. total external static pressure.
- 5.1.3. Furnace modules shall be Listed for application downstream of refrigeration and cooling systems and shall provide means for removal of condensate that occurs in the heat exchanger tubes during cooling operation. Heat exchanger tubes shall have (integral formed dimpled restrictors; formed turbulators) to provide for an unobstructed drainage path and tubes shall be formed to provide a positive pitch to promote condensate drainage. Drainage shall be configured so that burners are not exposed to condensate.
- 5.1.4. Additionally furnace module shall employ:
- a. Patented inshot gas burners, with integral carryovers, capable of operation at 5:1 turndown with modulating controls
  - b. An induced-draft combustion air blower to provide for positive venting of flue gases
  - c. Combustion air pressure switch to prove air supply for combustion
  - d. Direct spark ignition of the gas burners with remote flame sensor to prove carryover across all burners
  - e. Listed Combination Gas Valve incorporating redundant (two) electric safety shut-off valves, manual shut-off , and gas regulator which regulates gas pressure to burner supply manifold.
  - f. An automatic reset type high limit switch to limit maximum outlet air temp to less than 250 oF
  - g. Manual reset flame rollout switch(es)
  - h. A Class II step down transformer to provide 24 VAC control voltage at selected supply voltage
- 5.1.5. Duct Furnace shall incorporate a Direct Spark Ignition control module that is design certified by a NRTL to ANSI Z21.20 and CAN/CSA-C22.2 .

The controls shall provide:

- a. 100% safety shut-off
- b. A minimum 15 second pre-purge to provide a minimum of four (4) air changes
- c. A maximum 0.8 second flame failure response time

- d. Two additional ignition retrials preceded by an inter-purge period
  - e. A minimum 30 second post-purge
  - f. An automatic reset after one hour should a lockout occur
  - g. A LED indicator light to provide a flash code to identify operating condition of control
  - h. An Alarm capable contact
- 5.1.6. A 1/8" NPT tapped test gauge connection in the gas manifold for measuring gas pressure
  - 5.1.7. A union fitting downstream of gas control to facilitate installation and service
  - 5.1.8. Provision for attachment of a vent system to exhaust flue gases to outdoors.
  - 5.1.9. All electrical components shall be listed or recognized by a NRTL (ETL, UL, CSA, etc.).
  - 5.1.10. Furnace modules and burners provided are listed for use on Natural or Propane gases as specified at the time of order.
  - 5.1.11. Ratings listed in Submittal Tables are for installations between 0 and 2000 feet (0 to 610m). For installations above 2000 feet, unit must be de-rated in accordance with National Standards.
  - 5.1.12. Furnace module shall be accompanied by wiring diagrams for the control system supplied and printed instructions for proper installation, start-up, operation and maintenance.

## 6. Rotating Heat and Mass Exchanger

### 6.1. Rotor Construction

- Provide Klingenburg Regenerative Rotating Heat and Mass Exchanger or equal.
- Inorganic fiber honeycomb matrix with in-situ synthesized metal silicate desiccant.
- No asbestos, synthetic substrates, or lithium chloride.
- $\geq 80\%$  usable desiccant mass;  $< 2\%$  organic content.
- pH neutral; acid- and flame-free.
- Stainless steel full-perimeter rim/flange.
- Edge-hardened media for durability.
- Integral long-life bearings, fixed shaft, slide-out design.

- Chain drive with SS sprocket; adjustable motor mount.
- Cassette seals: PTFE bonded silicone bulb seals (no wiper seals).
- Leak class: SMACNA Class 2 @ 10" WC.
- No shrinkage or fracture under thermal/moisture cycling.

#### 6.2. Certifications & Performance

- UL 1995, UL 60335-2-40, CSA C22.2 No. 60335-2-40:22, ASRAE 90.1
- CE marked; RoHS Annex II compliant.
- Flame/Smoke:
  - ASTM E84: FSI 0 / SDI 0
  - NFPA 255, UL 723, UBC 8-1, BS 746, DIN 53438-3.
- Third-party tested to DIN EN ISO 846 (zero microbial growth).
- Factory certifications: ISO 9001:2015, 14001:2015, 45001:2018.
- Non-acid constructed matrix pH neutral
- No acid or burn-off in manufacturing.
- Designed for predictable pressure, MRC, and flow performance.

#### 6.3. Witness Testing & QA

- Seal leakage and casing leak class (SMACNA Class 2) must be testable with documentation.
- Consistency in flute geometry, density, and desiccant ratio required.

### 7. Dampers

- 7.1. Provide internally mounted ultra-low leak outside air dampers as scheduled on drawings. Dampers shall be Tamco aluminum airfoil design or equivalent. Construct damper blades and damper frames of galvanized steel. Provide parallel blade action with metal compressible jamb seals and extruded vinyl blade edge seals. Blades shall rotate on stainless steel sleeve bearings. Damper blade lengths shall not exceed 60 inches. Leakage rate shall not exceed 3 CFM/square foot at one inch water gauge and 8 CFM/square foot at 4 inches water gauge. All leakage testing and pressure ratings will be based on AMCA Publication 500.
- 7.2. Provide a factory-mounted ASHRAE Standard 62-89 airflow monitoring and control station in the outdoor air opening of the mixing box. The monitor shall track a variable

outside air quantity for ventilation demand flow control and ventilation flow documentation. The airflow monitoring station shall be factory-mounted, factory-calibrated, and the installation certified by the airflow monitor manufacturer.

- 7.2.1. The air handling unit mixing box shall also include a low lead modulating outside air damper mounted in series with the air flow monitor.
  - 7.2.2. The outside air damper blades shall be galvanized steel, housed in a galvanized steel frame with edge and seals and mechanically fastened to a normally closed, spring return, electric actuator through a solid steel shaft which shall rotate in permanently lubricated bearings. All linkages, crank arms, jack shafts and mounting hardware shall be provided.
  - 7.2.3. The airflow measurement station shall be calibrated to measure a variable airflow from 15% of nominal cfm up to 100% of design airflow, maintaining an accuracy of plus or minus five (5%) percent of actual cfm, for air measuring between -40F up to +158F.
  - 7.2.4. Manufacturer shall submit test data to demonstrate compliance.
  - 7.2.5. The airflow monitoring station shall provide a proportional output velocity signal (2-10 vdc). The velocity sensor shall have an automatic zeroing function and it shall be programmed to recalibrate the device's transducer a minimum of once per day. Power requirements shall not exceed 100VA per monitor at 24 VAC with power being provided by the Building Automation System (BAS) Contractor. The monitor manufacturer shall provide to the Building Automation System (BAS) contractor a certified conversion table for the signal provided.
- 7.3. Provide ultra low leak Face and Bypass dampers as scheduled on drawings. Dampers shall be Tamco airfoil design or equivalent. Construct damper blades and damper frames of galvanized steel. Provide opposed blade action with metal compressible jamb seals and extruded vinyl blade edge seals. Blades shall rotate on stainless steel sleeve bearings. Mechanically link-face dampers to bypass dampers and provide end driven control shafts. Damper blade lengths shall not exceed 60 inches. Leakage rate shall not exceed 5 CFM/square foot at one inch water gauge and 8 CFM/square foot at 4 inch water gauge.

## 2.5 Electrical / Control

### A. General:

- a. NEC and UL508A compliant.
- b. SCCR panel rating 10kA minimum (higher optional).
- c. Components sized per NEC and operated within recommended temperature range.
- d. Motors, electric heaters, compressors, and pumps shall be wired to motor starter protectors.

- e. VFDs UL-listed, mounted inside panel or on unit wall as required.
  - f. VFDs shall be protected per manufacturer's recommendations.
  - g. 24VDC/VAC service light and switch included.
- B. Control Panel:
- a. Panel includes schematic, fuses, relay schedule, and wire index.
  - b. Optional disconnect (fused or not), GFCI receptacle.
  - c. Includes distribution block, control transformers, microprocessor controller, terminal strip, fuses, motor starter/contactors with thermal-magnetic protection.
  - d. Panel to include ventilation/cooling fan and NEMA-rated filtered ventilation openings.
  - e. Voltage monitoring relay for over/under voltage and phase issues.
  - f. Accessible opening door(s) to access components.
  - g. Automated Electric shall be used as the local controls contractor and integration due to existing building controls contracts. Contact Jeff Luna for coordination. Jeff Luna - [jluna@automatedelectric.net](mailto:jluna@automatedelectric.net)
  - h. Controller with terminal display for functions/alarms; BACnet/Modbus capable.
  - i. Controller/display rated for 140°F continuous; spare parts kept in stock.
- C. Wiring:
- a. 3-phase 460VAC 60Hz main power, 24VAC/VDC control (120VAC optional).
  - b. Conduits and cables UL/plenum rated or in EMT steel (option: rigid hot-dip galvanized).
  - c. 600V UL-rated power conductors min. 14AWG; control 18AWG.
  - d. All wires/devices labeled, color-coded, terminal connected.
  - e. Junction boxes provided for shipment disconnects.
  - f. Terminal home runs. No series or ring topology.
  - g. Smoke/fire/other fault terminal strip inputs (if requested).
- D. Documentation:
- a. Field device wiring shall be shown separately in electrical submittals.

- b. Electrical submittals to include all wiring, layout, terminal block, I/O list, BOM, and UL data.

## PART 3 - EXECUTION

### 3.1 FACTORY INSPECTIONS

All work shall be subject to the Owner's inspection and approval.

### 3.2 FACTORY TESTING

#### A. Notification:

Factory testing shall be conducted at the HVAC Manufacturer's facility prior to shipment of the units being tested. The Owner, engineer, and owner designated representative may witness the tests. The HVAC manufacturer will notify the Owner of an upcoming field test if the Owner expresses an interest in witnessing it. The HVAC Manufacturer shall provide all equipment and trained personnel to conduct each test. Results shall be recorded and provided to the Owner and Engineer to review and approve prior to shipment.

#### B. Air Leakage Tests (if required):

The HVAC Manufacturer shall conduct factory air leakage tests on units as indicated. -8.0" w.g. in all sections. Leakage shall be calculated by totaling all leakage either in or out of the unit.

#### C. Remediation:

The HVAC Manufacturer shall repair/replace at his own expense any items that fail or are damaged during testing. For any unit that fails testing, the Manufacturer shall retest the unit until all items comply with limits specified herein.

### 3.3 SHIPPING

- A. Paper copies of the IOM shall be shipped with each HVAC unit if they are not provided beforehand
- B. The AHU Manufacturer shall identify all shipments with the order number. Sufficient information shall be provided with each shipment to enable the Mechanical Contractor to confirm receipt when the units are received. For parts too small to mark individually, the AHU Manufacturer shall place them in containers.
- C. To protect equipment during shipment and delivery, all outdoor units shall be completely shrink-wrapped. The wrap shall be a minimum of 7 mm plastic. Pipe ends and pipe connection holes in the casing shall be capped or plugged prior to shipment.

### 3.4 INSTALLATION

- A. Install unit per manufacturer's recommendations and instructions as described in the Installation, Operation and Maintenance (IOM) manual.

- B. The contractor shall NOT use the units to provide temporary heating, cooling, or ventilation to the building during construction.

### 3.5 EXAMINATION

After completing the installation, inspect the air handler for damage, dirt, or debris. Remove all dirt, construction debris and repair any damage to the finish including chips, scratches or dents.

END OF SECTION

**SECTION 26 00 00  
ELECTRICAL SPECIFICATIONS**

**PART 1 – GENERAL**

**1.1 REQUIREMENTS**

- A. The requirements of Division 1 are a part of and apply to all work in this Section.
- B. The intent of the drawings and specifications is to construct the remodel work in accordance with Title 24, California Code of Regulations (CCR). Should any conditions develop not covered by the contract documents wherein the finished work will not comply with said Title 24, California Code of Regulations, a request for information detailing and specifying the required work shall be submitted to and approved by the Owner before start of any work.

**1.2 WORK INCLUDED**

- A. This Section describes the requirements for the electric work.
- B. The drawings represent the graphic pictorial portions of the work. The work (meaning all materials, construction methods, and services necessary to complete the total construction project) shall be included in the contractor's bid. The work, including dimensions, quality and workmanship, shall be the responsibility of the contractor.

**1.3 CODE COMPLIANCE**

- A. Perform all work in accordance with the latest adopted version of the following codes:
  - 1. California Electrical Code (CEC) which adopts, with amendments, the National Fire Protection Association NFPA No. 70, National Electrical Code (NEC), and the California Code of Regulations, Title 24 State Building Standards, Part 3, Basic Electrical Regulations.
  - 2. California Building Code (CBC) which adopts, with amendments, the International Building Code (IBC) and the California Code of Regulations, Title 24, Part 2.
  - 3. California Fire Code (CFC) which adopts, with amendments, the International Fire Code (IFC), and the California Code of Regulations Title 24, Part 9.

4. State of California, Title 24, State Building Standards, Part 6, California Energy Code.
5. Occupational Safety and Health Act (OSHA).

#### 1.4 PERMITS, FEES, AND INSPECTIONS

- A. Obtain all permits which are required for the work.

#### 1.5 STANDARDS

- A. Comply with the current applicable standards of the listed agencies (e.g. Underwriters Laboratories, Inc. (UL)) for the electrical materials procured and installed. Ensure that the listing is applicable to the way the electrical material will be used. For example, if wire is solely UL listed as Machine Tool Wires and Cables per UL 1063 it shall not be used for wiring in a building.
- B. Underwriters Laboratories, Inc. (UL): Provide a UL label or evidence of UL listing for all electrical material and equipment, unless the material is of a type for which a label or listing service is not provided.
- C. National Electrical Manufacturer's Association (NEMA).
- D. American National Standards Institute (ANSI).
- E. ASTM International (ASTM).
- F. Insulated Power Cable Engineers Association.
- G. Factory Mutual (FM) Requirements.

#### 1.6 SUBMITTALS

- A. Provide sufficient information to verify compliance with the contract documents for all material and equipment to be provided under this contract. This includes, but not limited to, the UL listing, manufacturer, model number, ratings (voltage, phase, ampacity, power consumption, short circuit interruption capacity, power, temperature, conductor temperature rating allowed to be terminated on equipment, etc.), structural support information (size, dimensions, weight, center of gravity), NEMA type, accessories, lay outs, installation requirements including clearances, features, usage, gauge, materials it is made from, wire range for terminations, photometrics, compliance statement with applicable codes and standards such as Title 24, California Energy Code, test reports, listings with California Fire Marshal, etc. The manufacturer shall provide documentation describing installation requirements, specifications, operation and maintenance instructions of proposed equipment or systems (e.g., equipment manuals). Submit

manufacturer data, shop drawings, and Equipment Manuals for items listed below:

1. Manufacturers Data:
  - a. Power Distribution Equipment (e.g., circuit breakers, disconnects)
  - b. Electrical Basic Materials (e.g., conduit, boxes, fittings, supports, anchors, firestop material)
2. Shop Drawings:
  - a. Custom or Non-Stock Equipment.

## 1.7 MATERIALS AND SUBSTITUTIONS

### A. Materials:

1. All material and equipment shall be UL listed, labeled, or certified for intended use by a National Recognized Testing Laboratory (NRTL) as recognized by the U.S. Department of Labor, and OSHA, if such listing is available for that type of material or equipment. Material and equipment shall bear the listing sticker in an accessible location.
2. Provide new material of the quality specified and satisfactory to the Engineer.
3. Provide major equipment from a manufacturer who has, for a period of not less than five years, been a successful manufacturer of similar equipment to that specified. The manufacturer shall provide documentation describing installation requirements, specifications, operation and maintenance instructions of proposed equipment or systems (e.g., equipment manuals).

### B. Substitutions:

1. The equipment included in the Contract Documents is used to establish standards of quality, utility, and appearance. Equipment which in the opinion of the Engineer is equal in quality, utility, and appearance will be approved as substitutions to that specified.
2. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are approved by the Engineer prior to bidding.
3. Where items are noted as "or equal", a product of equal design, construction and performance will be considered.

4. Any item proposed as a substitute shall be accompanied by drawings and/or data giving sizes, capacities, all pertinent test data, catalog cut sheets, product information, and all other necessary information required to substantiate that the product is equal or exceeds that specified.
5. Substitutions shall be equal, in the opinion of the Engineer, to the specified equipment. The burden of proof of such shall rest with the Contractor. When the Engineer in writing accepts a substitution, it is with the understanding that the Contractor guaranteed the substituted equipment to be equal to the one specified and dimensioned to fit within the construction. Approved substitutions shall not relieve the Contractor of responsibilities for the proper execution of the work, or from any provisions of the Plans or Specifications.
6. Only one substitution will be considered for each product specified.
7. The Contractor shall be responsible for all expenses in connection with the substitution materials, process, and equipment, including the effect of his/her substitution on him/her, his/her subcontractor's or other Contractor's work. No substitution shall be permitted without written authorization of the Engineer. Any assumptions on the acceptability of a proposed substitution prior to acceptance by the Engineer are at the sole risk of the Contractor.

## 1.8 DRAWINGS AND SPECIFICATIONS

- A. Data given herein and on the plans are as exact as could be practically secured, but their absolute accuracy is not guaranteed. Plans and specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels, obstructions, existing conditions and other data will be governed by the structures.
- B. Clarification of plans and specifications for the purpose of facilitating construction, but not involving additional labor and materials, may be prepared during construction by the Engineer. Said revised plans and specifications shall become a part of the contract. The Contractor shall conform to the revised plans and specifications at no additional cost to the Owner.
- C. Layouts of equipment, accessories, and wiring systems are diagrammatic but shall be followed as closely as possible. Examine architectural, structural, mechanical, and other drawings, noting all conditions that may affect this work. Report conflicting conditions to the Engineer for adjustment before proceeding with the work. Should the Contractor proceed with work without proper authorization or without reporting the matter, he does so, at his own risk. If the Engineer determines that corrections are needed because of the

contractor's actions, they shall be made as directed by the Engineer at the Contractor's expense.

- D. The right is reserved to make minor changes in locations of equipment and wiring systems shown, providing the change is ordered before conduit runs and/or work directly connected to same is installed and no extra materials are required.

## 1.9 SUPERVISION

- A. Provide adequate and competent supervision. Maintain complete control of the project execution and complete liability for the materials and work until the project is completed and accepted by the Owner. Provide the project supervisor's name and project telephone number to the Engineer prior to starting work.

## 1.10 MANUFACTURER'S INSTRUCTION

- A. Follow the manufacturer's instructions when specific installation or connection details are not indicated or specified on the contract documents.
- B. Notify the Engineer of conflicts between the manufacturer's instructions and installation or connection details prior to the installation of materials.

## 1.11 WORKMANSHIP

- A. Firmly and permanently secure in place all electrical equipment so that it is level, plumb, true and installed such that it will resist seismic movement. Perform all installations in accordance with applicable codes, standards (e.g., UL standards), manufacturer's instructions, drawings, and specifications and with the methods recommended by the National Electrical Contractors' Standard of Installation. Notify the Engineer of any conflicts between the drawings and specifications and the above prior to the installation of materials.
- B. Cause as little interference or interruption of existing utilities and services as possible. Schedule any power or other utility shutdown with the construction coordinator. Shutdowns which may be required shall be presented to the Owner's Representative for approval two weeks prior to commencement of work. Shutdown work shall be performed on overtime hours if so directed by the Owner.
- C. All UL listed, NRTL, or other listed equipment shall be installed as per listing or labeling (i.e., maximum fuse size means fuse protection required).

## 1.12 RECORD DRAWINGS

- A. The Contractor shall maintain at the job site office an up to date as-built drawing set showing actual installation of electrical systems and equipment. This set shall contain approved changes and shall be kept clean, up to date and in good condition.
- B. Use this set of drawings for no other purpose.
- C. Where any material, equipment, or system components are installed differently from that shown, indicate differences clearly and neatly using ink or indelible pencil.
- D. At project completion, submit record set of full-size drawings and four copies all marked to show final as-built conditions. These shall be turned over to the Owner's Representative upon completion.

## 1.13 PROTECTION

- A. Protect all equipment and materials required for the performance of this work from damage by the elements, vandalism, or theft during construction.
- B. Do not subject the work and materials of other trades to damage during execution of the work in this division of the specifications.
- C. Before any cutting, burning, heating or other work that will emit smoke, dust or other products of combustion that may set off the fire alarm system, the contractor shall request a fire alarm shutdown from the project Inspector and/or Owner's Representative. This request shall be made at least three (3) business days prior to the date the shutdown is required. If the contractor ignores this requirement and triggers the fire alarm system, the contractor(s) shall be responsible for all false alarm charges from the fire department. The prime contractor shall be responsible for instructing all contractors of this requirement before they are permitted on the job site.

## 1.14 COORDINATION WITH OTHER TRADES

- A. Coordinate with other trades and promptly transmit all information required by them. Coordinate the sequence of construction with other trades to ensure that all work proceeds with a minimum of interference and delay.

## 1.15 EXAMINATION OF SITE

- A. Examine the site prior to bid to determine existing site conditions, which may affect the work. No allowance will be allowed for any extra work required due to a failure to recognize or negligence to discover conditions prior to bid.

## 1.16 IDENTIFICATION

- A. Install nameplates on electrical equipment including:
  - 1. Circuit breakers whether provided under this Division or some other.
  - 2. Where it is not obvious which piece of equipment is powered from a particular disconnect switch, provide nameplates for both disconnect switch and the powered equipment.
- B. Describe item, control function or sequence of operation on each nameplate.
- C. Fabricate nameplates of laminated phenolic plastic, black front and back with white core. Bevel edges. Engrave through outer layer to produce white letters and numerals. For control pilot devices, engraved metallic plates, filled with enamel, are acceptable. Fasten nameplates to equipment with no. 4 Phillips, round head, cadmium steel, self-tapping screws. Use 1/8-inch letters on circuit breakers, switches and other control devices, and 1/4-inch letters on switchboards and other major electrical equipment. Submit label designations as part of corresponding equipment submittal. Also, provide nameplates on all outdoor equipment and devices.
  - 1. Equipment identification is to indicate the following:
    - a. Equipment ID abbreviation.
    - b. Voltage, phase and wires.
    - c. Power source.
  - 2. Provide Brothers P-Touch labels on junction boxes to indicate the following:
    - a. Power system branch.
    - b. Panel ID.
    - c. Circuit number.
    - d. Example: "Panel LA-6"
  - 3. Provide Brothers P-Touch labels with black on clear labelling tape on all electrical junction box covers above ceilings in all systems.

## 1.17 TESTS

- A. Take precautions during the testing period to ensure the safety of personnel and equipment.

B. Component Tests:

1. Power feeders, for resistance to ground.
2. Check the phase rotation. Verify it is consistent with the facility. Verify it is per the manufacturer's requirements (e.g., some uninterruptible power systems require ABC phase rotation) Verify it is the direction required for the proper machine rotational direction. Notify the Engineer of inconsistencies.
3. Check voltages ensuring that they are within specification for all equipment supplied as part of the scope of work.
4. Check circuit breakers for loose connections and proper operation. Adjust trip settings as required by Engineer.
5. Prior to energizing equipment, check the insulation resistance of feeders sized larger than #2 AWG with a 1000 volt dc "Megger". Minimum insulation resistance values shall not be less than 50 mega ohms.

C. Functional Tests:

1. Perform all tests suggested by the equipment manufacturers.
2. Verify that everything installed as part of the scope of work functions properly. Verify that any work performed did not adversely affect existing systems or equipment (e.g., that after removing a device from a branch circuit that the remaining existing branch circuit continuity was maintained).

### 1.18 DEMONSTRATIONS

- A. After testing and final inspection, demonstrate the proper operation of all equipment and systems installed as part of the scope of work to the Engineer and Owner.
- B. Arrange a date for this demonstration with Owner.
- C. Instruct Owner's personnel in operation, adjustment and maintenance of equipment and systems.

### 1.19 GUARANTEE

- A. Guarantee the electrical work against defects in work or materials for one year after filing of Notice of Completion.
- B. Undertake repairs within 24 hours after notice from the Owner.

- C. If the operation of the electrical system fails to conform to Division 26 requirements or approved submittals, the Owner may operate the electrical system without liability to Owner. Repair or replace defective or unsatisfactory equipment or systems.

## PART 2 – PRODUCTS

### 2.1 RACEWAYS

A. Rigid Steel Conduit:

1. ANSI C80.1, minimum size 3/4 inch.
2. Threaded fittings, galvanized.
3. Locknuts, 3/4 inch to 1-1/2 inch, heavy nut steel.
4. Locknuts, 1-1/2 inch and larger, malleable iron.
5. Insulated bushings, malleable iron with plastic or nylon insert, OZ IBC threaded series, Raco 113x and 112x series, Appleton "GIB" series or equal.
6. Three-piece conduit couplings, malleable iron, T & B Erickson, Appleton EC series, OZ 4 series, or equal.

B. Flexible Metal Conduit:

1. Fabricate from galvanized steel strip, minimum size 1/2 inch.
2. Connectors, T & B "Tite Bite", with insulated throat, or equal.
3. Length as required to allow slack for movement of connected equipment. Support as required by Code.

### 2.2 SUPPORTING DEVICES

A. Conduit Supports:

1. Wet locations: One hole galvanized malleable iron strap with galvanized malleable or cast iron clamp back, OZ/Gedney Type 14-G.
2. Dry locations: Galvanized steel straps, OZ/Gedney Type 5-S and 14-S, T & B, Appleton equivalent, or equal.
3. Plumbers perforated strap is not acceptable.

B. Conduit Racking:

1. Framing Channel, steel, Kindorf, Unistrut, B-Line, or equal.
2. Channel and hardware shall be hot-dip or electro-galvanized.
3. Channels attached to building or structure surfaces, 14 gauge, 1-5/8 inch wide by 13/16" deep. Other channels, 12 gauge minimum, 1-5/8 inches wide by 1-5/8 inches deep, minimum.

C. Anchor Methods:

1. Metal surfaces, machine screws, bolts or welded studs.
2. Wood surfaces, wood screws, lag bolts.
3. Concrete surfaces, self-drilling anchors or powder driven studs.

### 2.3 PULL AND JUNCTION BOXES (Over 300 Cubic Inches)

- A. General: For all pull and junction boxes over 300 cubic inches, provide code gauge, sheet steel boxes which meet NEMA 1 standards for panelboard and terminal cabinet box construction, with screw type covers. NEMA 3R where exposed to weather.
- B. Ground Lug: Weld, before finish is applied, a grounding pad drilled for two bolted grounding lugs or two ground studs on the box interior.
- C. Finish: Apply rust inhibiting prime coat and 2 coats of baked enamel, standard factory grey.
- D. Hardware: Cadmium plated steel screws.

### 2.4 WIRE AND CABLE

- A. Conductor: Insulated copper, individual conductors, 98 percent conductivity.
  1. Power conductors, #12 AWG, minimum to 750 MCM, stranded.
  2. Control conductors #14 AWG, minimum to #10 AWG, stranded.
- B. Insulation:
  1. Rated 600 volts and 90 degree Celsius as follows:

<u>Item</u>	<u>Size (AWG)</u>	<u>Insulation Type</u>
Branch Circuits (dry and damp locations)	#12 to #4/0	THHN

<u>Item</u>	<u>Size (AWG)</u>	<u>Insulation Type</u>
Branch Circuits (wet)	#12 to #4/0	THWN-2 (Okonite for #12-10, or Equal)
Feeders (dry & damp)	#12 to #760 MCM	THHN
Controls (dry & damp)	#14 to #10	THHN
Controls (wet)	#14 to #10	THWN-2 (Okonite or Equal)

## 2.5 WIRE CONNECTIONS

- A. Connect wire to binding post screw, stud, bolt or bus as follows:
1. #8 AWG to #750MCM copper conductors, solderless copper lug type connectors, with hex head or allen type compression set screws with configuration to suit application, T&B "Locktite", Burndy "QA", OZ Type "XL" or "XLH", or equal.
- B. Splice wire as follows:
1. #8 AWG to #750 MCM copper conductors, two way connectors. Burndy "AMS" or equal. Compression connectors, Burndy "YS-L", "YS", "YS-T" Series or equal.
- C. Size, install and tighten wire terminal and splice connectors in accordance with manufacturer's recommendations.

## 2.6 TAPE

- A. Wire Splices: Vinyl plastic electrical tape, 8.5 mil and 4.0 mil, Scotch 33.
- B. Conduit Wrapping: 10 mil vinyl wrapping tape, Minnesota Mining and Manufacturing Company (3M) Scotchwrap 50, Plymouth 4611, or equal.

## 2.7 WIRING ACCESSORIES

- A. Identify conductors with self-adhesive vinyl cloth markers, sized to fit the conductor insulation, with machine printed black marking, W.H. Brady, Thomas and Betts, or equal.
- B. Wire Ties:
1. Nylon, adjustable, and self-locking.

## 2.8 CIRCUIT BREAKERS

- A. Provide bolted-type thermal magnetic, molded case, with inverse time current overload, and instantaneous magnetic trips, trip-free and trip-indicating all poles of multi-pole device shall operate simultaneously during open, close and trip operations. Provide circuit breakers indicated with voltage and interrupting capacity not less than existing.

## 2.9 DISCONNECT SWITCHES, FUSED

- A. Where indicated, provide horsepower rated disconnect switches, pad-lockable in the open position. The horsepower rating shall be determined in accordance with the CEC.
- B. Three Phase Switches:
  - 1. Fused, 600VAC, heavy duty type safety switches, mounted in NEMA 3R rain-tight enclosure in damp or wet locations, Square D "3110", Cutler Hammer "DH", General Electric "TH", or equal.
  - 2. Clearly indicate on the switch enclosure the "on" and "off" positions.
  - 3. Mechanisms, quick make, quick break, 100% load make or break rated.
  - 4. Door interlock, defeatable to facilitate access into the switch enclosure with the switch in the closed position.
  - 5. Equip fusible switches with Class R fuse rejection clips.

## 2.10 FUSES:

- A. General: Provide UL Class L or Class RK-1 current limiting, time delay, fuses where indicated, rated to 200,000 amperes symmetrical interrupting capacity.
- B. Class L Fuses: Over 600A, Ferraz-Shawmut "A4BY" or equal.
- C. Class RK1 Fuses: Up to 600A. Ferraz-Shawmut A2D or A6D depending on voltage, or equal.

## PART 3 – EXECUTION

### 3.1 RACEWAY SYSTEMS

- A. Install all wiring in raceways. Install raceway systems, including conduits, hangers, and support channels parallel or perpendicular to structural

members. Coordinate location of raceway systems with other Divisions prior to commencing installation.

- B. Rigid Steel Conduit: Suitable for use in all locations. For underground installations tape wrap conduit completely with tape suitable for underground installations, double lap of Calpico 10 mil or equal.
- C. Flexible Metal Conduit: Suitable for connection of other devices requiring flexible connections in dry locations.
  - 1. Flexible Metal Conduit may be fished into existing walls as allowed by the CEC. Length shall not exceed 6'-0".
- D. Conduit Supports:
  - 1. Support all conduits at intervals not to exceed 10 feet.
  - 2. Support individual conduits with conduit hangers or clamp back and nest back, if required for entrance into the equipment.
  - 3. Support multiple conduits, 2 or more in parallel, with framing channel and pipe clamps.
  - 4. Cut ends of framing channel installed outdoors or in wet locations shall be painted with zinc rich paint.
- E. Conduit Bends:
  - 1. Electrical conduits: Provide no more than (3) 90-degree conduit bends or the equivalent number of smaller radius bends in any conduit run between boxes or equipment.
  - 2. Length of run: 400 feet maximum, less 100 feet for each equivalent 90-degree bend.
  - 3. Fabricate bends and offsets with a hickey or conduit bender designed specifically for use with the type of conduit to be bent, or use factory made bend.

### 3.2 BOXES

- A. Install junction boxes with covers accessible after installation.
- B. Attach surface boxes with:
  - 1. Machine screws, bolts or welded studs in steel.

- C. For all surface mounted boxes mounted-in wet or damp locations provide weatherproof enclosures and at least 1/4 inch air space between box and mounting surface, per CEC 312.2.

### 3.3 INSULATED CONDUCTORS AND CABLE

- A. Exercise extreme care when pulling conductors and cable into conduits to avoid kinking, twisting, nicking or scratching of the insulation or the placement of extreme stress on the conductors or cable. When required, utilize UL approved pulling compounds to assist in pulling conductors.
- B. Color code conductors by phase sequence A-B-C when looking into the front of the equipment from left-to-right, top to bottom or front-to-back. Provide conductors with the appropriate phase color or mark conductors with a minimum of 6 inches of phase tape on ends connected to terminals. Color code conductors to match existing color scheme.
- C. Identify each conductor with its respective circuit number at each box or terminal.
- D. Connections:
  - 1. Splices and taps will not be permitted for other than receptacle and circuits, or for wire larger than #10.

### 3.4 GROUNDING

- A. Permanently and effectively ground all raceway systems, supports, cabinets, disconnect switches, control equipment, motor frames, and other utilization apparatus.
- B. Provide a ground wire in each conduit carrying circuits operating at 100 Volts or higher bonded at each end to equipment. Size as shown on the drawings or per CEC.

### 3.5 ELECTRICAL WORK FOR EQUIPMENT

- A. Provide all connections to equipment requiring electrical supply.

**END OF SECTION**