



SOLANO
COMMUNITY COLLEGE

SOLANO COMMUNITY COLLEGE DISTRICT

**Building 1400 Lighting
Upgrade Project**

PROJECT SPECIFICATIONS

Project #22-004

June 10, 2022

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END OF DOCUMENT

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E1.10	Lighting Plan Building 1400

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Solano Community College District ("District") will receive sealed bids for the following project, **Building 1400 Lighting Upgrade Project, Project No. 22-004**, ("Project" or "Contract"):

Building 1400 Lighting Upgrade Project

2. Scope of work includes, all labor, materials, equipment, and supplies necessary for the completion of the entire scope of work as outlined in the contract documents, including, but may not be limited to:

Replacement of existing light system, including light fixtures, lighting devices/equipment and lighting control system for Building 1400 to reduce energy consumption, maintenance costs and improve controls. Scope to include, but not be limited to, demolition, removal and proper disposal of existing light fixtures, lighting devices/equipment, lighting controls and installation of new lighting system, including, but not limited to light fixtures, lighting devices/equipment and control system. See Contract Documents for full description of scope and requirements.

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

B – General Building Contractor

C-10 – Electrical

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after **June 10, 2022**. Documents can be viewed and downloaded on the Solano College District's website at:

<http://www.solano.edu/measureq/vendor.php>

6. Sealed Bids will be received until 1:30pm, July 14, 2022, at Solano Community College, 4000 Suisun Valley Road, Building 1900, Fairfield, California 94534, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100, et seq. of the Public Contract Code.

If mailing, the District suggests delivery one day prior to bid date to allow for sufficient time for receiving, processing and delivery to the appropriate department.

It is each bidder's sole responsibility to ensure its bid is delivered timely and received at the location designated as specified. The District will not be

responsible for errors in delivery, including not receiving bids via email under any circumstance. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bidders choosing to mail bids shall send them to;

Solano Community College District
4000 Suisun Valley Road (Building 1900)
Fairfield, California 94534
Attn: Laura Scott

Due to the impacts of COVID-19, an in-person Bid Opening will not be held. The Bid Opening will be conducted in the District's Board Room and will be live streamed over the internet. This will take place at approximately 2:00pm, on the bid due date. Interested parties can access the live opening stream link on the District's website:

<http://www.solano.edu/measureq/vendor.php>

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
8. A bid bond by an admitted surety insurer on the form provided by the District, or a cashier's check or a certified check, drawn to the order of the Solano Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
9. A mandatory pre-bid meeting and site visit will be held on June 24, 2022, at 10:00am at 4000 Suisun Valley Road, Fairfield, CA 94534. All attendees shall meet outside of Building 1400. Map of meeting location on campus can be found at the end of this section. All participants must sign the sign-in sheet to show proof of attendance. Failure to attend the pre-bid meeting and sign the sign-in sheet will render bid non-responsive.
10. All pre-bid questions must be submitted in writing to the Project Manager, Jason Yi, at jason.yi@solano.edu. **Pre-Bid questions must be submitted in writing by no later than 10:00am on Friday, July 1, 2022.**
11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as

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

14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
15. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.
16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The TOTAL BID AMOUNT only.
17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT



SOLANO

COMMUNITY COLLEGE

Fairfield Campus
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 864-7000

Campus Police
(707) 580-6526
Building 1800B

www.solano.edu



LEGEND

- Parking Permit Dispenser
- Bus Stop
- Emergency Assembly Point
- Emergency Phone

PARKING

Lots 1-7: Students and Visitors
Lots A-F: Faculty and Staff

600 Administration	200 Children's Programs Center	600 Finance & Personnel Office	800 Nursing	2200 Swimming Pool
400 Admission & Records	1500 Computer Science	400 Financial Aid	1200 Performing Arts/Theatre	400 Transfer Center
400 Assessment Center	100 Contract Education	1300 Fine Arts	1700 Physical Education	100 Tutoring Center
600 Boardroom	1600 Cosmetology	100 Foundation	600 President's Office	2700 Veterans Resource Center
1400 Bookstore	400 Counseling	1000 Horticulture	2600 Restrooms	600 Vice Presidents' Offices
500 Business	1900 Deliveries/Receiving Warehouse	700 Humanities	300 Science/ECHS	100 Workforce Development
1400 Cafeteria	400 Disability Services Program	400 Information	2700 Science	
400 CalWORKs	300A ECHS	100 Library	700 Social Science	
1800 Campus Police	300B ECHS	300 Mailroom	2500 Stadium	
400 CARE Program	1500 Engineering	1900 Maintenance	1400 Student Center	
1800 Career Technical Education	400 EOPS	1500 Math	1400 Student Health Services	
400 Career & Employment Services	900 Faculty Offices	400 MESA Program	400 Student Services	

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

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

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

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

Building 1400 Lighting Upgrade Project

2. Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the **Notice to Bidders**.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to **Solano Community College, 4000 Suisun Valley Road, Fairfield California 94534, Building 1900** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
5. Bids will be opened at or after the time indicated for receipt of bids.

Due to the impacts of COVID-19, an in-person Bid Opening will not be held. The Bid Opening will be conducted in the District's Board Room and will be live streamed over the internet. Bids will be opened and publicly read aloud via the live stream. This will take place approximately 30 minutes after bids are due. Potential bidders can view the live opening on the District's website on the following link:

<http://www.solano.edu/measureq/vendor.php>

6. Bidders must submit Bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security. Specification Section 00 43 13.
 - b. Designated Subcontractors List. Specification Section 00 43 36.
 - c. Site Visit Certification. Specification Section 00 45 01.
 - d. Non-Collusion Declaration. Specification Section 00 45 19.
10. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
11. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
12. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

- a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
14. Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
15. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
17. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any

aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

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

In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
18. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any request for substitution a minimum of **THIRTEEN (13)** calendar days prior to bid opening.

- b. Within 13 days prior to bid opening, included with the request for substitution, the Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions will not be accepted after Contract has been awarded.
19. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
20. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District's Project Manager, Jason Yi, to jason.yi@solano.edu. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed to all parties recorded by the District as having received the Contract Documents and posted on the District's website at <http://www.solano.edu/measureq/vendor.php> . **Pre-Bid questions must be submitted in writing by no later than 10:00am, July 1, 2022.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
21. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
22. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
23. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
24. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
25. Discrepancies between written words and figures, or words and numeral, will be resolved in favor of figures or numerals.
26. Bidders in contention for contract awards shall be required to attend a Post Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized

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

27. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** calendar day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
28. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Materials Certification.
 - l. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
29. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the

postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
30. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
31. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
32. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
33. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid.

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

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

2. Reports and Information on Existing Conditions

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

3. Use of Information

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

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

4. Investigations/Site Examinations

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

END OF DOCUMENT

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

To: Solano Community College District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Project No. 22-004**, for the following project known as:

Building 1400 Lighting Upgrade Project

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

_____ dollars	\$ _____
BASE BID AMOUNT	
_____ dollars	\$ _____
10% OWNER'S ALLOWANCE	
_____ dollars	\$ _____
TOTAL BID AMOUNT	
(CUMULATIVE TOTAL OF BASE BID AMOUNT AND 10% OWNER'S ALLOWANCE)	
Bidder acknowledges and agrees that the Total Bid Amount accounts for any and all Allowance(s).	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Owner's Allowance.** The Bidder's Base Bid shall include a ten percent (10%) allowance for the Owner's use.

The above allowance shall only be used by authorization by the Owner. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has provided written approval incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

9. Bidder acknowledges that the license required for performance of the Work is an **B and/or C-10** license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further

Solano Community College District

certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Department of Industrial Relations (DIR) Registration No.: _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ Dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the District becoming effective, or if the Principal shall fully reimburse and save harmless the District from any damage sustained by the District through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the District becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

Solano Community College District

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 43 36

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

PROJECT: _____

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: **Building 1400 Lighting Upgrade Project**

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 19

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

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/PROJECT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

DOCUMENT 00 45 46. 01

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including on campus.

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Building 1400 Lighting Upgrade Project/#22-004** between the Solano Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of Law

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 49

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **Building 1400 Lighting Upgrade Project/#22-004**

Date Submitted (for Updates): _____

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

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

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 90

POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

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

1.02 REQUIRED ATTENDANCE

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

1.03 POST BID INTERVIEW PROCEDURE

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

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

1.04 POST BID INTERVIEW DOCUMENTATION

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

POST BID INTERVIEW

CONTRACTOR

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

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

CONTRACTOR

[CM]

CONTRACTOR

[CM]

II. PROPOSED CONTRACT:

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

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

IV. CONTRACTUAL REQUIREMENTS:

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet specified insurance requirements? Yes No
 - 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No
 - 2. Are you requesting that the District accept an Umbrella or Excess Liability Insurance Policy to meet the policy limit? Yes No

- 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No
- C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No
 - 1. Cost for bond: _____% Yes No
 - 2. Is the cost of your bond in your base bid? Yes No
 - 3. Is your surety licensed to issue bonds in California? Yes No
- D. Do you understand the sex offender registration requirements? Yes No
- E. Is it understood that all workers must be paid prevailing wage? Yes No
- F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations Yes No
- V. SCOPE OF WORK:
 - A. Acknowledged Receipt of Addenda #1-___ Yes No
 - B. Are the costs for addenda items included in your bid? (if applicable) Yes No
 - C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
 - D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No

If yes, please identify them.

 - 1. _____

 - 2. _____

 - 3. _____

Is (are) there additional cost(s) for the above item(s)? Yes No

- E. Have you reviewed bid alternative(s) #1-___? (If applicable) Yes No
- F. Are the costs for bid alternatives included in your bid? Yes No
- G. Are the plans and specifications clear and understandable to your satisfaction? Yes No
- H. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

VI. SCHEDULE:

- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No
 - 1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No
 - 2. Can you meet the submittal deadline? Yes No
 - 3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No
 - 4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. Yes No
If not, what do you believe must change and why? _____

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

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

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

VII. EXECUTION OF WORK

- A. Do you understand the access to the site? Yes No
- B. Do you understand the staging area restrictions? Yes No
- C. Have you included protection of [asphalt, floors, and roofs]? Yes No
- D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

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

IX. CONTRACTOR

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

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

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the Solano Community College District ("District")

Re: **BUILDING 1400 LIGHTING UPGRADE PROJECT** Project No. **22-004** ("Project").

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

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

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

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

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

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

Solano Community College District

- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Roof Project Certification: From Contractor, Material Manufacturer and/or Vendor.
- m. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 3RD DAY OF **AUGUST, 2022**, by and between the Solano Community College District ("District") and _____ ("Contractor") ("Agreement").

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

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

Building 1400 Lighting Upgrade Project/ #22-004
(“Project” or “Contract” or “Work”)

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed by **January 6, 2023** (“Contract Time”).

- 5. Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of ONE THOUSAND DOLLARS (\$1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

- 7. Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

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

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

DOLLARS

AND xx/100 (\$ _____)

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

- 18. Owner's Allowance:** Included in the Contract Price above is a ten percent (10% Percent) allowance for the Owner's use only.

The above allowance shall only be used by authorization by the Owner. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance no allocated.

- 19. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

- 20. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

- 21. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

- 22. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of

the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Title: _____

Title: _____

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

END OF DOCUMENT

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: **BUILDING 1400 LIGHTING UPGRADE PROJECT**

PROJECT/CONTRACT NO.: **22-004** between the Solano Community College District and Contractor ("Contract").

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all

information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that

subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00 57 00

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

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Solano Community College District ("District"), whose address is 4000 Suisun Valley Road, Fairfield, California 94534, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

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

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

Securities shall be held in name of Solano Community College School District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Solano Community College District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Building 1400 Lighting Upgrade Project/#22-004** ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the

District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

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

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Building 1400 Lighting Upgrade Project/#22-004 ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

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

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

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

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

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

Solano Community College District

DOCUMENT 00 63 57

PROPOSED CHANGE ORDER FORM

**Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534**

PCO NO.:

Project:
Bid No.:
RFI #:

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

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

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____ Calendar Days	

Commented [A1]: This is zero unless Contractor is entitled to additional Time and Time is compensable.

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Solano Community College District

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

Commented [A2]: This is zero unless Contractor is entitled to additional Time and Time is compensable.

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

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

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-646-771C

[Project Manager / Construction Manager]
 [Address]
 [City, State, Zip]

Change Order # [NUMBER]
 Project No.: [NUMBER]
 Date: [DATE]

DSA File No.: [FILE NO]
 DSA App. No.: [DSA APPLICATION NO]

Project: Solano Community College District
 [BUILDING/CAMPUS]
 [PROJECT]

[ARCHITECT]
 [STREET ADDRESS]
 [CITY, STATE ZIP]

To: [CONTRACTOR]
 [STREET ADDRESS]
 [CITY, STATE ZIP]

The Contract is Changed as Follows:

PCO No.

[PCO NO] [PCO DESCRIPTION]

[PCO AMT]

[PCO NO] [PCO DESCRIPTION]

[PCO AMT]

TOTAL COST OF CHANGE ORDER

**ADD
Deduct**

FINAL CHANGE ORDER AMOUNT

\$0.00

Original Contract Sum:	[ORIG CONTRACT]
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ -
Original Contract Sum will be Increased by This Change Order:	\$ -
The New Contract Sum Including This Change Order Will Be:	\$ -
The New Contract Completion Date Will Be:	
Contract Time Will be Unchanged by This Change Order:	Days
The Current Contract Completion Date is:	

The undersigned Contractor approved the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

**CONSTRUCTION
MANAGER**

[Representative Name]
[Firm Name]
[Firm Address]

Date: _____

ARCHITECT

[Representative Name]
[Firm Name]
[Firm Address]

Date: _____

**DSA PROJECT
INSPECTOR**

[Representative Name]
[Firm Name]
[Firm Address]

Date: _____

CONTRACTOR

[Representative Name]
[Firm Name]
[Firm Address]

Date: _____

OWNER

Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

END OF DOCUMENT

DOCUMENT 00 65 19.26

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

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

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

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

AGREEMENT AND RELEASE

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

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

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

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

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

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

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

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor including, without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 65 36

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Solano
Community College District ("District") for the following project:

PROJECT: _____

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

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of **ONE (1) year(s)** from the
date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary
wear and tear and unusual abuse or neglect excepted. The date of completion is
_____, 20__.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

1.1.7 Burdened: The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

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

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

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

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

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

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

- 1.1.13.1** Notice to Bidders
- 1.1.13.2** Instructions to Bidders
- 1.1.13.3** Bid Form and Proposal
- 1.1.13.4** Bid Bond
- 1.1.13.5** Designated Subcontractors List
- 1.1.13.6** Site Visit Certification (if a site visit was required)
- 1.1.13.7** Non-Collusion Declaration
- 1.1.13.8** Notice of Award
- 1.1.13.9** Notice to Proceed
- 1.1.13.10** Agreement
- 1.1.13.11** Escrow of Bid Documentation
- 1.1.13.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.13.13** Performance Bond
- 1.1.13.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.13.15** General Conditions
- 1.1.13.16** Special Conditions (if applicable)
- 1.1.13.17** Project Labor Agreement (if applicable)
- 1.1.13.18** Hazardous Materials Procedures and Requirements
- 1.1.13.19** Workers' Compensation Certification
- 1.1.13.20** Prevailing Wage Certification
- 1.1.13.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.13.22** Small, Local, Diverse Business Program (SLDBE) (if applicable)
- 1.1.13.23** Project Labor Agreement (PLA) (if applicable)
- 1.1.13.24** Drug-Free Workplace Certification (if applicable)
- 1.1.13.25** Tobacco-Free Environment Certification
- 1.1.13.26** Hazardous Materials Certification (if applicable)
- 1.1.13.27** Lead-Based Materials Certification (if applicable)
- 1.1.13.28** Imported Materials Certification (if applicable)
- 1.1.13.29** Sex Offender Registration Act Certification (if applicable)
- 1.1.13.30** Buy American Certification (if certain federal funds used)

- 1.1.13.31** Roofing Project Certification (if applicable)
- 1.1.13.32** Registered Subcontractors List
- 1.1.13.33** Iran Contracting Act Certification (if applicable)
- 1.1.13.34** COVID-19 Vaccination/Testing Certification
- 1.1.13.35** Federal Debarment Certification (if applicable)
- 1.1.13.36** Post Bid Interview
- 1.1.13.37** All Plans, Technical Specifications, and Drawings
- 1.1.13.38** Any and all addenda to any of the above documents
- 1.1.13.39** Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.14 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.15 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.16 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.17 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.18 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.19 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.20 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.21 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.22 District: The public agency or the district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.22.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.22.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.23 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.24 DSA: Division of the State Architect.

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

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

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

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

1.1.29 Plans: See **Drawings**.

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

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

1.1.32 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.48 Small, Local, and Diverse Business Program (SLDBE): The District's SLDBE Program will have a goal of 20% of the contract price performed by disadvantaged and/or local firms (prime and subcontractors, suppliers).

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

1.1.50 State: The State of California.

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

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

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

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

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

1.2 Laws Concerning the Contract

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

1.3 No Oral Agreements

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

1.4 No Assignment

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

1.5 Notice and Service Thereof

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

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

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

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

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

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

1.6 No Waiver

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

1.7 Substitutions for Specified Items

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

1.8 Materials and Work

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

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

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

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

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

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

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien

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

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

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

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

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to

reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

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

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

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

4. CONSTRUCTION MANAGER

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

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

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

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

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

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

5.2 Tests and Inspections

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

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

5.2.3 The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

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

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

5.3 Costs for After Hours and/or Off Site Inspections

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

6. CONTRACTOR

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

6.1 Status of Contractor

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

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

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

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

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

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

6.2 Project Inspection Card(s)

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

6.3 Contractor's Supervision

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

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

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

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

6.4 Duty to Provide Fit Workers

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

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

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

6.5 Field Office

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

6.6 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

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

6.7.2 Daily Job Reports.

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

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

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

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

6.8 Preservation of Records

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

6.9 Integration of Work

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

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

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

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

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

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

6.10 Notifications

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

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

6.11 Obtaining of Permits, Licenses and Registrations

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

6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.11.2.1 Contractor acknowledges that all California community college districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires

enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

6.11.2.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

6.11.2.3.1 All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;

6.11.2.3.2 Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;

6.11.2.3.3 Active Treatment System ("ATS"), if applicable; and

6.11.2.3.4 Best management practices ("BMPs").

6.12 Royalties and Patents

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

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

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances,

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

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

6.13.1.2 National Board of Fire Underwriters' Regulations

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

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

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

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

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

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

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

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

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

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or

agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.14 Safety/Protection of Persons and Property

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

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

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

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

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

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

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

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

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

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

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

6.14.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

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

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

6.14.17 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

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

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a

manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

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

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

6.15 Working Evenings and Weekends

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

6.16 Cleaning Up

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

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on

an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

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

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

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

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

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

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

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

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

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

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

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

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

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

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

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

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

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

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

9. DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

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

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

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

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

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

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

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

10.1.1.2.1 Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;
- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2 Monthly Progress Schedule(s)

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

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

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

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

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

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

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4 Submittals

Architect's favorable 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 Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

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

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

11.2 Soils Investigation Report

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

this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

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

11.3 Access to Work

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

11.4 Layout and Field Engineering

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

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

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

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

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

11.8 Regional Notification Center

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

11.9 Existing Utility Lines

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

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

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

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

11.10 Notification

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

11.11 Hazardous Materials

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

11.12 No Signs

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

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any

permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

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

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

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

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

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

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

13. INSURANCE AND BONDS

13.1 Insurance

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

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be

provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

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

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

13.1.2 Excess Liability Insurance

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

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

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

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

13.1.4 Workers' Compensation and Employers' Liability Insurance

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

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain

Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

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

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

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

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

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an

approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

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

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

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

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

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

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

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

13.1.7.2.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

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

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

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

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

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

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

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13.1.8 Insurance Policy Limits

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

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

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

13.2 Contract Security - Bonds

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

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

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

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

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

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

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

Surety who hereby agree to pay costs and charges therefore immediately on demand.

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

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

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

14.2 Indemnity and Defense

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

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees,

the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

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

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

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

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

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

15. TIME

15.1 Notice to Proceed

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

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

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

15.2 Computation of Time / Adverse Weather

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

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

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

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

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

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

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

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

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

15.3 Hours of Work

15.3.1 Sufficient Forces

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

15.3.2 Performance During Working Hours

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

15.3.3 No Work during Testing

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

15.4 Progress and Completion

15.4.1 Time of the Essence

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

15.4.2 No Commencement Without Insurance or Bonds

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

15.5 Schedule

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

15.6 Expeditious Completion

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

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

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

16.2 Excusable Delay

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

16.2.2 Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

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

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

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

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

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

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

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

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

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

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

16.3.3 Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

16.3.3.1 Actually incurred performing the Work;

16.3.3.2 Not compensated by the Markup allowed; and

16.3.3.3 Directly result from the extended Contract Time.

Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors).

16.4 Float or Slack in the Schedule

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

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

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

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

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

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

17.3 Change Orders

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

17.3.1.1 A description of a change in the Work;

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

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

17.4 Construction Change Directives

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

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

17.5 Force Account Directives

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

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

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

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

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

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

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

17.6 Price Request

17.6.1 Definition of Price Request

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

17.6.2 Scope of Price Request

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

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

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

17.7.2 Changes in Contract Price

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

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.7.4 Unknown and/or Unforeseen Conditions

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

17.7.5 Time to Submit Proposed Change Order

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

17.7.6 Proposed Change Order Certification

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

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

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17.8 Format for Proposed Change Order

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	<u> </u> Calendar Days	

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

17.8.2 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g., labor factors) is not allowed, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

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

the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

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

17.8.5 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

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

17.9 Change Order Certification

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

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

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

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

17.10 Determination of Change Order Cost

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

17.10.1.1 District acceptance of a PCO;

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

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit

and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

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

17.13 Discounts, Rebates, and Refunds

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

17.14 Accounting Records

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

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

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

17.17 Alteration to Change Order Language

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

17.18 Failure of Contractor to Execute Change Order

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

18. REQUEST FOR INFORMATION

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

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

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the

Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

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

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

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

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

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

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

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

19.2.1.1.1.8 A total of the retentions held;

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

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

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

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

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

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

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

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

19.2.2 Prerequisites for Progress Payments

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

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

- 19.2.2.1.3** Installation of temporary facilities and fencing;
- 19.2.2.1.4** Schedule of Values;
- 19.2.2.1.5** Contractor's Construction Schedule;
- 19.2.2.1.6** Schedule of unit prices, if applicable;
- 19.2.2.1.7** Submittal Schedule;
- 19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;
- 19.2.2.1.9** Copies of necessary permits;
- 19.2.2.1.10** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11** Initial progress report;
- 19.2.2.1.12** Surveyor qualifications;
- 19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;
- 19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15** All bonds and insurance endorsements; and
- 19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

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

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

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

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

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

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

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

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

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

19.3.1.2.2 Results of subsequent tests and inspections,

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

19.3.1.2.4 Specific qualifications expressed by the Architect.

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

19.3.2 Payments to Contractor

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

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

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

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

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

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

19.4.1.3 Written notice from payment and/or performance bond surety(ies) to withhold payment from Contractor.

- 19.4.1.4** Liquidated damages assessed against the Contractor.
- 19.4.1.5** The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.
- 19.4.1.6** Damage to the District or other contractor(s).
- 19.4.1.7** Unsatisfactory prosecution of the Work by the Contractor.
- 19.4.1.8** Failure to store and properly secure materials.
- 19.4.1.9** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.
- 19.4.1.10** Failure of the Contractor to maintain As-Builts.
- 19.4.1.11** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.
- 19.4.1.12** Unauthorized deviations from the Contract Documents.
- 19.4.1.13** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.
- 19.4.1.14** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.
- 19.4.1.15** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.
- 19.4.1.16** Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.
- 19.4.1.17** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.
- 19.4.1.18** Failure to properly maintain or clean up the Site.

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

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

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

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

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

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

19.4.2 Reallocation of Withheld Amounts

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

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

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19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

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

20. COMPLETION OF THE WORK

20.1 Completion

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

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

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

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

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

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

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

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

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

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

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

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

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

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

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

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

20.3.3 Final Inspection Requirements

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

20.3.3.1.1 The Work has been completed.

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

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

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

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

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

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

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

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

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

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

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

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

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

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work

and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

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

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

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

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

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

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

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

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

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 **Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. **UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. **NONCONFORMING WORK AND CORRECTION OF WORK**

23.1 **Nonconforming Work**

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that

work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

24.4.4 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.5 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.4.6 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising

after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.4.7 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during during Claims Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of a Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor, sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is

accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claims for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to the Contract Price and. or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps.

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

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

25.10.1.1 Personal injury, wrongful death or property damage claims;

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

25.10.1.3 Stop payment notices;

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

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

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file

with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon

any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

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

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 **[RESERVED]**

26.5 **[RESERVED]**

26.6 **Apprentices**

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure

compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300, *et seq.*; 8 Cal. Code of Regs., § 330, *et seq.*).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Campus and Adjacent Buildings

1.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

1.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of a key or access to the school.

1.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

1.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

1.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

1.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing activities in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities and/or phasing the project into select areas, rooms or spaces, at no additional cost to District.

1.6.1 Noise Control. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity. Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities for weekends at no additional cost, if it is determined by the District to be necessary.

1.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

2. Incidental Framing and Drywall Patching. By submitting its bid, Contractor affirms the Work includes minor incidental wall and or ceiling framing or repair and or drywall patching, including tape, texture and paint, that may be required when replacing existing light fixtures with new specified light fixtures. No additional compensation will be granted for said framing, repair and drywall patching.

3. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Bidder/Contractor shall notify the District in writing of any request for a substitution at least thirteen (13) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.3 Thirteen (13) days prior to bid opening, Bidder/Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

- 1.7.3.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- 1.7.3.4** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
- 1.7.3.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

- 1.7.4.1** The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- 1.7.4.2** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- 1.7.4.3** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- 1.7.4.4** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- 1.7.4.5** The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review

of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

4. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January	<u>11</u>	July	<u>0</u>
February	<u>10</u>	August	<u>0</u>
March	<u>10</u>	September	<u>3</u>
April	<u>6</u>	October	<u>4</u>
May	<u>3</u>	November	<u>7</u>
June	<u>1</u>	December	<u>10</u>

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5. [RESERVED]

6. Insurance Policy Limits

All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A: XV. The limits of insurance shall not be less than:

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

7. Permits, Certificates, Licenses, Fees, Approvals

7.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

- None

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

8. As-Builts and Record Drawings

8.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one (1) set of computer-aided design

and drafting ("CADD") files, one (1) set of As-Built Drawings in PDF Format, plus one (1) Full Size Hard Copy set.

8.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one (1) set of computer-aided design and drafting ("CADD") files, one set of Record Drawings in PDF Format, plus one (1) Full Size Hard Copy Set.

9. Project Manager

Project Manager on the Project that is the subject of this Contract, Jason Yi, jason.yi@solano.edu, (707) 864-7257.

10. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

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

10.1.1.2.3.1 Mobilization and layout combined to equal not more than [2]%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than [4]%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than [2.5]%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than [10]%.

10.1.1.2.3.1 Demobilization to equal not more than [2]%;

11. Schedule of Operation

11.27 Construction shall be performed between the hours of 7:00am and 5:00pm, Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the District / Construction Manager.

11.28 Cutting, chipping, and off-haul of all trees must be scheduled and completed during weekends, Holidays, or school breaks. Dates must be approved by the District / Construction Manager.

12. Temporary Facilities

12.27 The Contractor shall submit a project logistics plan to the Project Manager for approval within fifteen (15) calendar days from the Notice to Proceed date. The logistics plan shall define how the Contractor plans to control site processes including, but not limited to, means and methods to accommodate temporary utilities, temporary facilities, site traffic, off-site parking, materials delivery and

material storage, temporary fencing, etc. All subsequent relocation/ modifications need to be approved by the District / Construction Manager.

13. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

14. Project Completion

Contractor shall make all efforts within its control and ability to complete construction activities included in Contract Documents by January 6, 2023, including payment of additional and/or premium costs associated with: expedited and/or overnight shipping for materials, expedited fabrication of custom materials (such as flashing, counterflashing, coping, etc.) and payment of weekend and/or overtime labor wages for Contractor's employees to meet project completion date. It is assumed all costs for material and labor required for the project to be completed by January 6, 2023 are included in Contractor's base bid amounts.

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:

Replacement of existing light system, including light fixtures, lighting devices/equipment and lighting control system for Building 1400 to reduce energy consumption, maintenance costs and improve controls. Scope to include, but not be limited to, demolition, removal and proper disposal of existing light fixtures, lighting devices/equipment, lighting controls and installation of new lighting system, including, but not limited to light fixtures, lighting devices/equipment and control system. See Contract Documents for full description of scope and requirements.

1.03 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) N/A

- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) N/A

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract

Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for

shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 21 00

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES

A. Included in the Contract, is an allowance for unforeseen conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in written approval authorizing expenditure of funds from this Allowance.

C. Funds will be drawn from Allowance only with District approval.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of thirteen (13) calendar days prior to bid opening.
 - (2) Thirteen (13) days prior to bid opening, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing

sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)**

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

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

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

Maker of Check: _____

Amount of Check: \$_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

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

Date(s) of waiver and release: _____

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

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

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8134)**

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

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

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

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8136)**

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

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

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

Maker of Check:

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8138)**

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

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

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

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Contractor's field office.
- C. The Contractor shall notify and invite the following entities ("Invitees"):
 - (1) District Representative.
 - (2) Contractor.
 - (3) Contractor's Project Manager.
 - (4) Contractor's Superintendent.
 - (5) Subcontractors, as appropriate to the agenda of the meeting.
 - (6) Suppliers, as appropriate to the agenda of the meeting.
 - (7) Construction Manager, if any.
 - (8) Architect
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's, the Architect's, and/or an engineer's Consultants will attend at their discretion, in response to the agenda.
- E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes,

those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

- (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
- (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the its proposed construction schedule and submit

both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
- (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation

of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- I. Submitted drawings and details must bear stamp of approval of Contractor:
 - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Contractor, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.

- (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
 - (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 35 13.23

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other District Facilities have been declared “Drug-Free Zones.” No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
 - (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
 - (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 - (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 - (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 - (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
 - (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
 - (8) California Referenced Standards Code, Part 12, Title 24, CCR.
 - (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
 - (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
 - (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
 - (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
 - (13) DSA PR 13-02 – Project Certification Process
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

- (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Section 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
 - (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
 - (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
 - (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	Aluminum Association
2.	AASHTO	American Association of State Highway and Transportation Officials
3.	ABPA	Acoustical and Board Products Association
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASCE	American Society of Civil Engineers
17.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
18.	ASSE	American Society of Civil Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASTM	American Society of Testing and Materials International
21.	AWPA	American Wood Protection Association
22.	AWPI	American Wood Preservers Institute
23.	AWS	American Welding Society
24.	AWSC	American Welding Society Code
25.	AWI	Architectural Woodwork Institute
26.	AWWA	American Water Works Association
27.	BIA	The Brick Industry Association

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28.	CCR	California Code of Regulations
29.	CLFMI	Chain Link Fence Manufacturers Institute
30.	CRA	California Redwood Association
31.	CRSI	Concrete Reinforcing Steel Institute
32.	CS	Commercial Standards
33.	CSI	Construction Specifications Institute
34.	CTI	Cooling Technology Institute
35.	FGIA	Fenestration and Glazing Industry Alliance
36.	FGMA	Flat Glass Manufacturers' Association
37.	FIA	Factory Insurance Association
38.	FM	Factory Mutual Global
39.	FS/FED SPEC	Federal Specification
40.	FTI	Facing Title Institute
41.	GA	Gypsum Association
42.	IAPMO	International Association of Plumbing and Mechanical Officials
43.	ICC	International Code Council
44.	IEEE	Institute of Electrical and Electronics Engineers
45.	IES	Illuminating Engineering Society
46.	MCAC	Mason Contractors Association of California
47.	MIMA	Mineral Wool Insulation Manufacturers Association
48.	MLMA	Metal Lath Manufacturers Association
49.	MS/MIL SPEC	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NCMA	National Concrete Masonry Association
53.	NCSEA	National Council of Structural Engineers Associations
54.	NEC	National Electrical Code
55.	NEMA	National Electrical Manufacturers Association
56.	NIST	National Institute of Standards and Technology
57.	NSI	Natural Stone Institute
58.	NTMA	National Terrazzo and Mosaic Association, Inc.
59.	ORS	Office of Regulatory Services (California)
60.	OSHA	Occupational Safety and Health Act
61.	PCI	Precast/Prestressed Concrete Institute
62.	PCA	Portland Cement Association
63.	PCA	Painting Contractors Association
64.	PDI	Plumbing Drainage Institute
65.	PEI	Porcelain Enamel Institute, Inc.
66.	PG&E	Pacific Gas & Electric Company
67.	PS	Product Standards
68.	SDI	Steel Door Institute; Steel Deck Institute
69.	SJI	Steel Joist Institute
70.	SPC	Society for Protective Coatings
71.	TCNA	Tile Council of North America, Inc.
72.	TPI	Truss Plate Institute
73.	UBC	Uniform Building Code
74.	UL	Underwriters Laboratories Code

75.	UMC	Uniform Mechanical Code
76.	USDA	United States Department of Agriculture
77.	VI	Vermiculite Institute
78.	WCLIB	West Coast Lumber Inspection Bureau
79.	WDMA	Window and Door Manufacturers Association
80.	WEUSER	Western Electric Utilities Service Engineering Requirements
81.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 16

DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and./or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

REFERENCES

PART 1 - GENERAL

1.01 1.01 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	Aluminum Association 1525 Wilson Blvd., Suite 600 Arlington, VA 22209 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 www.aabchq.com	202/737-0202
AASHTO	American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709 2215 www.aatcc.org	919/549-8141
ACA	American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org	202/462-6272
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.aci-int.org	248/848-3700
ACPA	American Concrete Pipe Association 8445 Freeport Parkway, Suite 350 Irving, TX 75063-2595 www.concrete-pipe.org	972/506-7216

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ADC	Air Duct Council 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 www.flexibleduct.org	847/706-6750
AF&PA	American Forest and Paper Association 1111 Nineteenth Street, NW, Suite 800 Washington, DC 20036 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 400 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	859/288-4960
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive Suite 700 Chicago, IL 60601-1802 www.aisc.org	312/670-2400
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452-7100
AITC	American Institute of Timber Construction 7012 S. Revere Parkway Suite 140 Centennial, CO 80112 https://www.plib.org/aitc/	303/792-9559

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ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. P.O. Box 210 Germantown, MD 20875 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
AMPP (formerly SSPC)	Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org	412/281-2331 877/281-7772
ANLA	AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org	614/487-1117
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org	202/293-8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600

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APA	Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org	850/205-5637
APCIA	American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org	202/828-7100
AHRI	Air Conditioning and Refrigeration Institute 4100 N. Fairfax Drive, Suite 200 Arlington, VA 22203 www.lightindustries.com/ARI	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org	443/640-1075
ASA	The Acoustical Society of America ASA Office Manager Suite 1NO1 2 Huntington Quadrangle Melville, NY 11747-4502 http://asa.aip.org	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990 www.asme.org	800/434-2763

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ASPE	American Society of Plumbing Engineers 2980 S River Rd. Des Plaines, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 901 Canterbury, Suite A Westlake, Ohio 44145 www.asse-plumbing.org	440/835-3040
ASTM	ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association (formerly American Wood Preservers Institute) P.O. Box 361784 Birmingham, AL 35236-1784 www.awpa.com	205/733-4077
AWPI	American Wood Preservers Institute 2750 Prosperity Ave. Suite 550 Fairfax, VA 22031-4312 www.arcat.com	800/356-AWPI 703/204-0500
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636

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AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th Floor New York, NY 10017 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 1850 Centennial Park Drive, Suite 301 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 14501 George Carter Way, Suite 103 Chantilly VA 20151-2923 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 1064 Delaware Avenue SE Atlanta, GA 30316 www.cispi.org	404/622-0073
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 www.associationsites.com/main-pub.cfm?usr=clfma	410/290-6267
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov	301/504-7923 800/638-2772
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949 www.calredwood.org	415/382-0662

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CRI	Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csinet.org	800/689-2900
CTIOA	Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 www.ctioa.org	310/574-7800
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 14150 Newbrook Dr. Chantilly, VA 20151 www.dhi.org	703/222-2010
DIPRA	Ductile Iron Pipe Research Association 2000 2nd Avenue, South Suite 429 Birmingham, AL 35233 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040

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EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 7439 Millwood Drive West Bloomfield, MI 48322 www.fcica.com	248/661-5015 877/TO-FCICA
FGIA	Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/	847/303-5664
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	202/619-8925
GA	The Gypsum Association 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782 www.gypsum.org	301/277-8686
HMA	Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org	412/244-0440

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IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MIA	Marble Institute of America 28901 Clemens Rd, Ste 100 Cleveland, OH 44145 www.marble-institute.com	440/250-9222
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591 800/550-7889

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MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591
NAIMA	North American Insulation Manufacturers Association P.O. Box 1906 Alexandria, VA 22313 https://insulationinstitute.org/	703/684-0084
NALP	National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/	703/736-9666
NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.ncma.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 www.necanet.org	301/657-3110
NEMA	National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org	703/841-3200

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NEII	National Elevator Industry, Inc. 1677 County Route 64 P.O. Box 838 Salem, New York 12865-0838 www.neii.org	518/854-3100
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA USA 02169-7471 www.nfpa.org	800/344-3555 855/274-8525
NGA (formerly GANNA)	National Glass Association (merged with Glass Association of North America) 1945 Old Gallows Road Suite 750 Vienna, VA 22182 www.glass.org	866/342-5642 Ext 127
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818
NIA	National Insulation Association 12100 Sunset Hills Road, Suite 330 Reston, VA 20190 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International P.O. Box 130140 789 N. Dixboro Road Ann Arbor, MI 48113-0140, USA www.nsf.org	800/673-6275 734/769-8010
NTMA	National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, DC 20210 www.osha.gov	800/321-OSHA (6742)

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PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 500 New Jersey Ave., N.W. 7 th Floor Washington, D.C. 20001 www.cement.org	847/966-6200 202/408-9494
PCA	Painting Contractors Association (formerly Painting and Decorating Contractors of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/322-7322
PCI	Precast/Prestressed Concrete Institute 200 W. Adams St. #2100 Chicago, IL 60606 www.pci.org	312/786-0300
PDCA	Painting and Decorating Contractors of America 2316 Millpark Drive, Ste 220 Maryland Heights, MO 63043 www.pdca.com	800/332-PDCA (7322) 314/514-7322
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 www.porcelainenamel.com	770/676-9366
PG&E	Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com	800/743-5000
PLIB	Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange GA 30240 www.rfci.com	706/882-3833

Solano Community College District

SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021 www.sdi.org	847/458-4647
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 500 East Yale Loop Irvine, CA 92614 www.stuccomfgassoc.com	949/387-7611
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org	703/803-2980
SPI	SPI: The Plastics Industry Trade Association, Inc. 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org	202/974-5200
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org	240/587-5582
TPI	Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrassod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 136 Harvey Road, Suite 101 Londonderry, NH 03053 www.tcia.org	800/733-2622

Solano Community College District

TVI	The Vermiculite Institute c/o The Schundler Company 150 Whitman Avenue Edison, NJ. 08817 www.vermiculiteinstitute.org	732/287-2244
UL	Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 401 North Michigan Avenue Suite 2200 Chicago, IL 60611 www.wallcoverings.org	312/321-5166

Solano Community College District

WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 or 6980 S.W. Varns Tigard, OR 97223 www.wclib.org	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com	202/367-1157
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, New York 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 401 N. Michigan Avenue, Suite 2200 Chicago, IL 60611 or 2025 M Street, NW, Ste. 800 Washington, D.C. 20036-3309 www.wdma.com	312/321-6802 202/367-1157
WI	Woodwork Institute P.O. Box 980247 West Sacramento, CA 95798 www.wicnet.org	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org	714/221-5520
WWPA	Western Wood Products Association (formerly Redwood Inspection Service) 1500 SW First Ave., Suite 870 Portland, OR 97201 www.wwpa.org	503/224-3930

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Architect shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.

- D. The District may at its discretion, pay and then back charge the Contractor for:
 - (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.

- E. Testing and inspection reports and certifications:
 - (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager, if any;
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Contractor.

 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting:
 - (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation:
 - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to

protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s) on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide trash removal on a timely basis, no less than weekly. Under no circumstance shall Contractor use District trash service.

H. Field Office:

- (1) Contractor shall provide a field office, an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work.
- (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
 - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
 - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
 - (5) Excavation around Trees:
 - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

- (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
- (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

- (1) Equipment and impact tools shall have intake and exhaust mufflers.
- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.
- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.
- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

- C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.
- B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor, as applicable, shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor, as applicable, shall clean equipment and fixtures to a sanitary condition.
- D. Contractor, as applicable, shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor, as applicable, shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

- B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. As indicated in in the Contract Documents, the District will provide the Contractor with one set, in PDF format, of the original contract drawings.
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit a pdf digital set and CADD files if utilized, of As-Built Record Drawings at the conclusion of the Project following review by the Project Inspector and Architect of Record.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:
 - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:

- (1) Provide files and racks for storage of Record Documents.
- (2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Demolition and removal of selected site elements.
- 3. Salvage of existing items to be reused or recycled. This shall include the removal, proper storage and reinstallation of the existing ceiling tiles to allow adequate access for the work to be performed as described in the project documents, see 1.3.C & E below.

- B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017300 "Execution" for cutting and patching procedures.
- 3. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
- 4. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Pre-demolition or Removals of Items: Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged/reinstalled. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
 - 1. Clean items of dust and debris for intended reuse/reinstallation.
 - 2. Pack or adequately protect items after cleaning for temporary storage.
 - 3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- E. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- F. Burning: Do not burn demolished materials.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The general scope of work of the project as it relates to the existing ceiling shall be to selectively remove, store and reinstall the existing ceiling panels as required for the Contractor to adequately perform the work as described in the Project Documents. The following section includes acoustical panels, frames, and suspension/restraint systems for interior ceilings and governs ceiling panels, supports and/or frames that have been damaged during construction will be replaced at no additional cost to the Owner. They shall be selected to match and accommodate existing panels/systems.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Pre-construction assessment. GC shall, at no additional cost to the Owner, document via photographs the existing conditions of the ceiling panels and ceiling systems and provide these photographs prior to the start of construction to the Architect. These shall be labeled to reflect the name/number of each of the rooms as part of the project scope.
- C. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
 - 1. Acoustical Panels: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved. Ceiling layout shall accommodate the existing conditions including coordination of the existing fire sprinklers, field verify conditions prior to layout drawings:

1. Ceiling suspension-system members.
2. Structural members to which suspension systems will be attached.
3. Method of attaching hangers to building structure, confirm adherence to DSA standards and details for installation.
4. Items penetrating finished ceiling and ceiling-mounted items including the following:
 - a. Lighting fixtures.
 - b. Diffusers.
 - c. Grilles.
 - d. Speakers.
 - e. Sprinklers.
 - f. Access panels.
 - g. Perimeter moldings.

B. Qualification Data: For testing agency.

C. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer.

D. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Shall match existing panels, and provide supporting suspension system from single source from single manufacturer for matching panel.

2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: If damage is significant to require replacement of seismic restraints, Contractor shall engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design seismic restraints for ceiling systems based on location and jurisdiction.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Class B according to ASTM E 1264.
 - 2. Smoke-Developed Index: 450 or less.

2.3 ACOUSTICAL PANELS

- A. Acoustical Panel Standard: Shall match existing and comply with ASTM E 1264.
- B. Color: Shall match existing
- C. Edge/Joint Detail: Shall match existing
- D. Thickness: Shall match existing
- E. Modular Size: 24 by 48 inches (610 by 1220 mm) unless different from existing, then match.

2.4 METAL SUSPENSION SYSTEM

- A. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories according to ASTM C 635/C 635M and designated by type, structural classification, and finish indicated.
- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.
 - 1. Structural Classification: Heavy-duty system.
 - 2. Face Design: Flat, flush.

3. Cap Material: Cold-rolled steel
4. Cap Finish: As selected by Architect from full ranges of manufacturer's colors

2.5 ACCESSORIES

- A. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements – See structural documents and DSA for additional requirements.
1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488/E 488M or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Postinstalled expansion anchors.
 - b. Corrosion Protection: Carbon-steel components zinc plated according to ASTM B 633, Class SC 1 (mild) service condition.
 - c. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316.
 - d. Corrosion Protection: Components fabricated from nickel-copper-alloy rods complying with ASTM B 164 for UNS No. N04400 alloy.
 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.
- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- F. Hold-Down Clips: Manufacturer's standard hold-down.
- G. Impact Clips: Manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.

- H. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical panels in place during a seismic event.
- I. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- J. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 - 1. Edge moldings shall fit acoustical panel edge details and suspension systems indicated and match width and configuration of exposed runners unless otherwise indicated.
 - 2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
 - 3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- B. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.
 - 1. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION

- A. Install acoustical panel ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 - 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 8. Do not attach hangers to steel deck tabs.
 - 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.

11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - b. Install panels with pattern running in one direction parallel to [long] [short] axis of space.
 - c. Install panels in a basket-weave pattern.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
 5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 6. Install seismic clips in areas indicated; space according to panel manufacturer's written instructions unless otherwise indicated. Retain first subparagraph below for clean-room installations.
 7. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners in successive stages and when installation of ceiling suspension systems on each floor has reached 20 percent completion, but no panels have been installed. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations of acoustical panel ceiling hangers show compliance with requirements.
 - 1. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
 - 2. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- B. Acoustical panel ceiling hangers, anchors, and fasteners will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports and forward to Owner/Architect.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 26 00 00

BASIC ELECTRICAL SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work under this Division of the specifications includes furnishing and installing all equipment including the supervision, labor, materials, tools, transportation, services, facilities, testing and temporary work necessary to provide the electrical system as shown on the Plans and as specified herein. The work shall also include furnishing and installing all materials, mountings, devices and fittings even where not specifically mentioned herein or indicated on the Plans, but which are necessary to produce a complete and fully-functional installation.

1.2 RELATED DOCUMENTS

- A. Plans, General Conditions and Division 1 of the Contract apply to all Division 26 sections.

1.3 CODES AND REGULATIONS

- A. The Contractor shall coordinate and obtain inspections required for the work described herein. All work performed hereunder shall conform to building safety codes, ordinances, rules and regulations of the legal authorities having jurisdiction.
- B. The installation shall conform to, as a minimum, the applicable standards, rules and regulations that apply from the latest accepted edition of the following publications:
 - 1. ANSI C2, National Electrical Safety Code.
 - 2. NFPA 70, National Electrical Code (NEC).
 - 3. Title 8, California Administrative Code, Basic Electrical Regulations, sub-chapter 5, Low Voltage and High Voltage Safety Orders.
 - 4. 29 CFR 1910, Occupational Safety and Health Administration (OSHA).
 - 5. Laws and Ordinances of Solano County.
 - 6. Standards, Institute of Electrical and Electronic Engineers (IEEE).
 - 7. Standards, Underwriters Laboratories, Inc. (UL).
- C. Where these specifications require or describe materials or construction of better quality or larger size than required by the governing codes, rules and regulations, the provisions of these specifications shall prevail. Nothing shown in the Plans or these Specifications shall be considered as authorizing any installation that violates the requirements of such codes.
- D. All electrical equipment and systems installed shall comply with applicable Uniform Building Code Seismic Zone 4 design criteria.

1.4 PLANS

- A. The Plans indicate the approximate location and general arrangement of electrical equipment, conduits and devices. Contractor shall coordinate with other trades and, where necessary, shall adjust conduit routing, duct bank elevations and configurations, equipment location and arrangement to avoid interferences or obstructions. The installation shall be in accordance with applicable codes and generally-accepted construction industry standards. Dimensions shown shall be field-verified with civil, structural, mechanical and related Plans.
- B. If any departure from the Plans is deemed necessary by the Contractor, details of such departure and the reason therefore shall be submitted as soon as is practicable to the Engineer for approval. No such departure shall be made without prior written approval of the Engineer.
- C. Circuit "homerun" designations on the Plans generally indicate source panel, circuit number, size and configuration. Where the Plans do not indicate the exact wire quantity or size, Contractor shall size branch circuits or feeders per NEC requirements to serve the loads involved. Wire sizing shall consider maximum voltage drops of 3% for branch circuits and 2% for feeders. Wire quantity shall be as required for the circuiting shown on the Plans.
- D. Contractor shall verify ratings of actual equipment installed and shall resize feeders and branch circuits as required to serve the actual equipment installed, if ratings differ from those shown on the Plans. The cost of such resizing shall be borne solely by the Contractor.

1.5 DEFINITIONS AND ABBREVIATIONS

- A. "Connection of" or "Installation of" shall mean to procure and install a complete electrical system necessary for the operation of the facility. Contractor is exempt from procuring equipment or material specifically denoted as "Owner-Furnished Equipment or Material".
- B. "Pre-wired" shall mean equipment for which power, control and/or instrument wiring are installed on the equipment at the factory and all that is necessary for operation is connection at manufacturer's designated customer's terminals by the Contractor.
- C. The following entities may be referenced within this specification by their initials:
 - 1. ADA Americans with Disability Act
 - 2. AHJ Authority Having Jurisdiction
 - 3. ANSI American National Standards Institute
 - 4. APWA American Public Works Association
 - 5. ASTM American Society of Testing and Materials
 - 6. CBC California Building Code
 - 7. CEC California Electrical Code

8.	CEC	California Fire Code
9.	FCC	Federal Communications Commission
10.	HVAC	Heating, Ventilation and Air Conditioning
11.	IEC	International Electrotechnical Commission
12.	IEEE	Institute of Electrical and Electronic Engineers
13.	IETA	International Electrical Testing Association
14.	IPCEA	Insulated Power Cable Engineers Association
15.	FM	FM Global
16.	NEMA	National Electrical Manufacturers Assn.
17.	NFPA	National Fire Protection Association
18.	OSHA	Occupational Safety and Health Administration
19.	UL	Underwriter Laboratories, Inc.

1.6 MATERIALS

- A. The equipment to be furnished under this specification shall be a standard product of the manufacturer. All units of the same type equipment shall be products of the same manufacturer. All materials and products used on this project shall be new and unused and shall be delivered to the jobsite in the original factory packaging.
- B. All electrical materials and equipment shall be UL-listed and labeled, where a UL standard has been developed for such material and equipment.

1.7 EXAMINATION OF SITE

- A. Contractor shall, prior to bid submittal, visit the jobsite and familiarize himself with the conditions affecting the proposed installation. Contractor shall include in bid the cost of all such conditions. Failure to examine the site prior to bid submittal shall not relieve Contractor of the obligation to provide a fully functional facility in complete compliance with the Plans and Specifications.

1.8 SUBMITTALS

- A. Equipment submittals shall be made in accordance with Division 1 requirements.
- B. Material and equipment lists, catalog cuts, shop drawings, calculations, samples, factory and field test reports and other submittal data as delineated in each Specification Section shall be delivered to the Engineer for review and approval.
- C. The submittals shall include manufacturer's name, brand names, catalog numbers, testing lab approvals and catalog cuts, together with drawings and such other descriptive data and ratings as may be required to show compliance with specification requirements.

- D. Structural calculations for the design of equipment supports and anchorage for equipment weighing over 300 lbs. shall be submitted to the Engineer for review and approval.
- E. A nameplate schedule shall be submitted for Engineer's review.
- F. Review of materials and equipment will be based on manufacturer's published ratings and compliance with these specifications. No materials or equipment shall be purchased or installed until review by the Engineer is completed.
- G. Equipment operating and maintenance data shall be provided in maintenance manuals in accordance with Division 1 requirements.
- H. As-built drawing set shall be provided by Contractor to Engineer in accordance with Division 1 requirements. Contractor shall keep the red-line markup set on the jobsite at all times, updating it as necessary to accurately reflect changes or added detail in equipment installation, location and routing.

1.9 MATERIAL SUBSTITUTIONS

- A. Electrical materials are selected on the basis of function, size of units, performance, quality of fabrication, aesthetic appearance, availability of spare parts, arrangement of controls and factory service facilities. The manufacturers and catalog numbers specified establish a standard for electrical materials and equipment, and material substitutions shall be equivalent or superior in all respects.
- B. Approval of substitution or alternate products and materials will be considered under the terms and conditions specified in Division 1.

1.10 QUALIFIED CONTRACTOR

- A. The electrical work shall be performed by an electrical contractor who has been actively engaged in the installation of similar industrial facilities and electrical systems for at least ten (10) years. Provide project list and references with bid to substantiate the required experience.
- B. The Contractor shall be familiar with local electrical codes and include the special requirements of local codes as part of the work to be completed.

1.11 TEMPORARY CONSTRUCTION POWER AND LIGHTING

- A. Temporary construction power and lighting shall be provided to meet the requirements of OSHA and all other applicable safety codes and standards.
- B. At all times, sufficient lighting shall be provided for the safety of construction workers. In areas where work is being performed, sufficient lighting shall be installed to ensure good workmanship.
- C. Circuits and receptacles used for the operation of portable and fixed tools shall be provided with ground fault protection.
- D. The Contractor is responsible for the design, installation, testing and operation of all temporary power and lighting systems. Contractor shall coordinate with the Engineer to secure temporary power and lighting sources, including phased demolition and relocation of existing facilities and temporary power systems to accommodate the progression of

construction.

1.12 COMPLIANCE WITH FACTORY AND FIELD TESTS

- A. Materials, products and/or equipment furnished by the Contractor shall pass the factory and/or field tests called for in the Plans and Specifications. Materials, products and/or equipment failing to pass the factory and field tests, or found to be non-compliant with the Plans and Specifications will be rejected and shall be replaced with compliant products and/or equipment at Contractor's sole expense.

PART 2 - PRODUCTS

2.1 NAMEPLATES

- A. Provide laminated plastic nameplates for panelboards, equipment enclosure, relay, switch, and device. Descriptions shall be as indicated on the Plans. Each nameplate inscription shall include the description and basic rating, e.g.: "240/120V PANELBOARD A".
- B. Nameplates shall be melamine plastic, 0.125 inch thick, white with black center core and high-strength self-adhesive backing. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 1.0 inch x 2.5 inches. Lettering shall be a minimum of 0.25-inch high normal block style.

PART 3 - EXECUTION

3.1 COORDINATION WITH OTHER TRADES

- A. Contractor shall coordinate equipment and conduit locations to avoid obstructing structural support and bracing members, skylights, doors and door opening mechanisms, and similar building appurtenances.
- B. Contractor shall organize the progress of work so as to adequately coordinate with and match with the progress of other trades, in order to avoid performing ill-timed or out-of-sequence work.
- C. The cost of selective demolition of new work, re-patching and re-installation due to out-of-sequence work shall be borne solely by the Contractor.

3.2 EQUIPMENT AND MATERIAL DELIVERY, STORAGE AND HANDLING

- A. Contractor shall be responsible for receiving, off-loading, transporting and storing all equipment and material required for this project.
- B. Contractor shall store equipment, materials and tools in a secure location and shall be responsible for the security of all such items.
- C. Equipment and material shall be stored in accordance with manufacturer recommendations, including: weatherproofing, elevation above grade using pallets or similar hardware, and space heating to prevent condensation.
- D. Equipment and material shall be handled and transported in accordance with manufacturer recommendations including the use of cranes, slings, spreader bars, trailers, skids and rollers, which shall be provided by Contractor.

3.3 MANUFACTURER'S RECOMMENDATIONS

- A. Products and equipment shall be installed in accordance with manufacturers' written instructions. Manufacturer-recommended details, auxiliary equipment, protection, fittings, disconnects, controls, and similar instructions shall be incorporated by Contractor into the finished installation.

3.4 MOUNTING ELEVATIONS

- A. Mounting elevations of equipment, lighting fixtures, wiring devices and other control devices shall be as indicated in the Plans and Specifications. Where elevations are not shown, submit a written request for this information to the Engineer. Verify all mounting elevations with Engineer prior to installation.

3.5 EQUIPMENT AND DEVICE ARRANGEMENT

- A. Equipment and devices shall be arranged and installed to permit ready access for inspection, testing and maintenance. NEC-required working clearances shall be maintained around all electrical equipment.
- B. NEMA ratings shown for electrical equipment enclosures are the minimum ratings required for the environment at the time of design. Should more stringent enclosures become necessary due to installation conditions (e.g.: panelboards located beneath water, steam or other liquid piping), Contractor shall provide such enclosures necessary for the actual installation conditions at Contractor's sole expense.
- C. Access doors shall be provided for all concealed equipment and junction boxes that require access according to code requirements or for maintenance or inspection

3.6 ELECTRICAL PENETRATIONS

- A. Raceway and cable penetrations through non-fire rated walls and ceilings shall be sealed with a general purpose 50-year, paintable silicone caulk. White caulk shall be used in unfinished spaces or in finished spaces having white walls or ceilings. Where wall or ceiling color is other than white, the caulking shall be painted to match the wall or ceiling color. Large openings where caulking would not be appropriate may be sealed using gland plates and sealing fittings or similar fittings such as those developed for sealing around cable trays.
- B. Raceway and cable penetrations through fire-rated walls and ceilings shall be sealed using approved fire-rated caulking or other fire-rated sealing systems developed and listed for the particular application. Finished installation shall maintain the original fire rating of the wall or ceiling.
- C. Roof penetrations shall be made via pre-formed, self-flashing roof jacks of appropriate sizes for the conduits involved. Sealant shall be applied in accordance with manufacturer recommendations and penetrations shall be watertight.

3.7 CLEANING

- A. All electrical equipment and enclosures shall be vacuumed clean and wiped down by hand prior to energizing or testing, and again at project completion. Contractor shall provide labor, tools and equipment necessary to open panels for Engineer's observation.
- B. Contractor shall avoid accumulation of debris on-site by removing all debris from the work

area on a daily basis, keeping the jobsite clean to Engineer's satisfaction. All debris shall be removed and legally disposed of off-site.

3.8 TESTING

- A. All electrical equipment and systems shall be tested as required in the applicable Specification sections.
- B. Contractor shall demonstrate operation of electrical equipment and systems to Engineer to prove compliance with the Specifications. Any defective or non-compliant equipment, systems or components shall be replaced at Contractor's cost and re-tested to demonstrate compliance.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600 V AND LESS)

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section covers provision and installation of wire and cable including: low-voltage wire and cable, wire and cable terminations, hardware and accessories.
- B. Telecommunications cabling (CAT6E) as required by lighting control system.

1.2 RELATED DOCUMENTS

- A. Plans, General Conditions and Division 1 shall apply to work under this section.
- B. Section 260000 shall apply to work under this section.

1.3 SUBMITTALS

- A. Contractor shall submit catalog cuts of all wire, cable and accessory products to Engineer for review, including but not limited to:
 - 1. Low-voltage wire and cable.
 - 2. Wire and cable termination accessories: tape, lugs, markers.
- B. Contractor shall submit the proposed wire numbering scheme for Engineer's approval.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Wire shall be unbroken for the full length of the reels. Reels with any spliced or damaged wire shall be totally rejected.
- B. Wire and cable types and ratings shall be suitable for the temperature, conditions, and locations where installed.

2.2 MANUFACTURERS

- A. The following manufacturers are approved for the following products:
 - 1. Low-Voltage Power Wire and Cable Alpha,Cablec,Okonite,Pirelli, Southwire
 - 2. Instrumentation and Data Cable Belden or equal
 - 3. Compression Lugs and Connectors Thomas & Betts or equal
 - 4. Wire and Cable Markers Thomas & Betts or equal

2.3 LOW-VOLTAGE POWER WIRE AND CABLE

- A. The following applications shall use Class B stranded copper conductors with Type XHHW-2 600V insulation rated for operation at a conductor temperature of 90 °C in wet and dry locations:
1. All underground low-voltage feeders and wiring.
 2. All Type MC Cable.
- B. All other applicable low-voltage feeders and wiring, unless otherwise noted, shall be Class B stranded copper conductors with Type THWN/THHN 600V insulation rated for operation at a conductor temperature of 90 °C in dry locations and 75 °C in wet locations.
- C. Type MC cable may be used where concealed in walls horizontally between outlets and for lighting fixture connections from junction box. Vertical drops to outlets in walls shall utilize conduit and wire.
- D. Flexible cord shall be Type SOOW extra hard usage flexible cord with flexible-stranded copper conductors and Type XHHW insulation.
- E. Wire and cable shall be factory tested to ensure that they have been manufactured in accordance with this specification and the applicable standards.
- F. Contractor shall size and install branch-circuit wiring per the NEC as required for devices where wire sizes are not shown.
- G. Minimum wire size for power wiring shall be #12 AWG.
- H. All power wiring shall be color coded as follows (assuming that circuits from different voltage levels do not occupy the same raceways, pull boxes or enclosures):
1. 208/120V Circuits:

Phase A	Black
Phase B	Red
Phase C	Blue
Neutral	White
Ground	Green
Isolated GND	Green w/ Yellow trace
 2. 240/120V Circuits:

Phase A	Black
Phase B	Orange (High Leg)
Phase C	Blue
Neutral	White
Ground	Green
 3. 277/480V Circuits:

Phase A	Brown
Phase B	Orange
Phase C	Yellow
Neutral	White w/ color strip
Ground	Green

2.4 WIRE MARKERS

- A. Wire markers shall be white polymer sleeves or white adhesive wrap-around tapes with clear adhesive cover wrap. Wire numbers shall be legibly and indelibly machine imprinted on marker.

PART 3 - EXECUTION

3.1 PULL ROPES

- A. A pull rope shall be installed in all conduits, including telecommunications conduits. Pull rope shall be 160 lb. test yellow polypropylene.

3.2 LOW-VOLTAGE WIRE AND CABLE INSTALLATION

- A. Prior to installing cables in 1-1/2" conduit or larger, a steel mandrel shall be pulled through all conduits. Mandrel shall be 1/2" smaller in diameter than the conduit.
- B. Wire and cable shall be lubricated with a lubricating compound recommended by the wire or cable manufacturer. Pulling sleeves and sheaves shall have a minimum radius of 15 times the diameter of the cable.
- C. Vertical runs of cables shall be provided with supports as required by codes.
- D. At wiring devices, 6" long (minimum) tails shall be left for wiring device connections.
- E. Gauge of wire flagged on homeruns shall be extended to all outlet boxes unless otherwise designated.
- F. Each wire shall be marked with a wire marker indicating the circuit number and panel of origin. Wires shall be marked at the following locations:
 - 1. At pull, outlet and junction boxes.
 - 2. At device and panel terminations.

3.3 LOW-VOLTAGE SPLICES

- A. Splices shall not be installed in junction boxes below grade unless specifically approved by the Engineer prior to installation. This restriction is applicable to all secondary, low-voltage circuits and communication circuits.
- B. Splices in underground distribution systems shall be made only in accessible locations such as manholes and pull boxes, with compression connector on the conductor and by insulating and waterproofing by one of the following methods suitable for continuous submersion in water and complying with ANSI C119.1:
 - 1. Provide cast-type splice insulation by means of mold casting process employing a thermosetting epoxy resin insulating material applied by a gravity poured method or by a pressure injected method. Provide component materials of the resin insulation in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be moved until after the splicing material has completely set.
 - 2. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for the cables to

be spliced. When the mold is in place around the joined conductors, prepare the resin mix and pour into the mold. Do not allow cables to be moved until after the splicing materials have completely set.

3. Provide heavy wall heat shrinkable splice insulation by means of a thermoplastic adhesive sealant material which should be applied by a clean burning propane gas torch. Cables may be moved when joint is cool to the touch.
4. Provide a cold-shrink rubber splice which consists of EPDM rubber tube which has been factory stretched onto a spiraled core which is removed during splice installation. The installation shall not require heat or flame, or any additional materials such as coverings or adhesive. It shall be designed for use with inline compression type connectors in indoor, outdoor direct-burial or submerged locations.

C. Above grade splices shall be installed as follows:

1. Conductors #10 AWG and smaller, compression- or spring-type connectors, insulated with two half-lapped, helically-applied layers of Scotch 33+ electrical tape.
2. Conductors #8 AWG and larger: Splices and taps shall be installed with appropriate compression sleeves, pressure connectors, or equal and insulated as follows:
 - a. Two layers of Scotchfill electrical putty tape and four layers of Scotch 33+ tape shall be applied as a minimum. The thickness of insulation over the splice shall be at least the same as that of the wire insulation.

END OF SECTION

SECTION 26 05 26:

GROUNDING - LOW VOLTAGE

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section describes the requirements for furnishing and installing a complete low voltage grounding system in accordance with Article 250 of the National Electrical Code, as indicated on the drawings and as specified herein.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American Society for Materials and Testing (ASTM)
 - 1. ASTM B3 Specification for Soft or Annealed Copper Wire
 - 2. ASTM B8 Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
 - 3. ASTM B33 Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes
- B. National Electrical Code (NEC)
 - 1. Article 250 Grounding

1.3 SUBMITTALS

- A. Manufacturers' catalog sheets with catalog numbers marked for the items furnished, which shall include:
 - 1. Compression swaging grounding connectors
 - 2. Terminal lugs and clamps
 - 3. Copper ground cable
 - 4. Ground rods
 - 5. Ground connection hardware
 - 6. Exothermic welding materials

PART 2: MATERIALS

2.1 GROUNDING CONDUCTORS

- A. Provide bare or green insulated grounding conductors in accordance with the National Electrical Code, soft drawn copper cable or bar, not smaller than 12 AWG.
- B. Identify 6 AWG and larger insulated conductors used for grounding with green electrical tape. Spiral tape around conductor for its entire length or exposed length in boxes or when emerging from

protective conduits.

- C. The grounding conductor shall be Southwire's Proof Positive® copper cable. The Proof Positive® copper cable shall provide an etched code in the tinned, core strand which signifies PG&E ownership.

Table 1 – Material Codes for Ordering Proof Positive® Cable

New Code Proof Positive®	Copper Cable Size, MHD
29-0395	6 AWG, 7-Strand
29-0394	4 AWG, 7-Strand
29-0393	2 AWG, 7-Strand
29-0392	1/0 AWG, 7-Strand
29-0391	250 kcmil, 19-Strand
29-0390	500 kcmil 37-Strand
29-0389	1000 kcmil, 61-Strand

2.2 GROUNDING CABLES

- A. Provide soft temper, high conductivity, copper grounding cable, meeting standards ASTM B8 for stranded cable.
- B. Insulated soft drawn copper, Class B stranding with green colored polyvinyl chloride insulation, UL 83, Type TW, THW, or THHN.

2.3 COMPRESSION GROUNDING

- A. Provide grounding cable splices and joints that will be inaccessible upon completion of construction in accordance with the requirements of IEEE Standard 837. Use DCM Power Swage Tool Burndy "Hyground or approved equal, and furnish grounding connectors for grounding system connections.

2.4 GROUND CONNECTION HARDWARE

- A. Provide ground connection hardware, bolts and nuts of high strength, high conductivity copper alloy.

PART 3: EXECUTION

3.1 INSTALLATION

- A. Install grounding electrode conductors in accordance with the Drawings. Bond the protecting conduits to the grounding electrode conductors at both ends. Do not allow the points of connections to be painted.
- B. Install grounding conductors with all three-phase feeders.
- C. Install grounding conductors with all single-phase branch circuits.
- D. Fit conduits stubbed-up below a switchgear or motor control center with insulated grounding bushings and connect them to the equipment ground bus. Size the grounding wire in accordance with Table 250-122 of the National Electrical Code, except that a minimum No. 12 AWG shall be used.

- E. Install bonding jumpers in liquidtight flexible metal conduit in sizes 1½-inch and larger and in any size flexible conduit longer than four feet.
- F. Ground all equipment enclosures, motor and transformer frames, conduit systems, cable armor, exposed structural steel and similar items.
- G. Make grounding connections to equipment and ground buses with copper ground lugs or clamps. If enclosures are not provided with ground buses or ground terminals, use clamp type lugs added under permanent assembly bolts or by grounding locknuts or bushings. If enclosures are not rated "explosion proof", new bolts may be installed through holes drilled in the enclosure.
- H. Meter and Relay Cabinets: Installed one #1/0 AWG copper cable connection to the main ground grid via thru bolt and one-hole terminal connectors. Make connections to the side of the cabinet and the ground bus inside the cabinet.
- I. Ensure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, install jumper wires.
- J. Install grounding cable through building exterior walls within three feet below finish grade and install a water stop. Fill the space between the strands in the cable with solder and solder a 12-inch copper disc over the cable; to provide a waterstop.

3.2 LIGHTING AND RECEPTACLES

- A. Ground lighting fixtures by a bare or green insulated copper conductor in addition to the conduit system grounding connection.
- B. Ground convenience outlet receptacles by a bare or green insulated copper conductor in addition to the conduit system grounding connection.

3.3 CONDUIT GROUNDING

- A. All grounding bushings within all enclosures, including equipment enclosures, shall be wired together and connected internally to the enclosure grounding lug or grounding bus with a bare copper conductor.
- B. Grounding bushings shall be grounded with conductors sized in accordance with NEC, but not smaller than 8 AWG.
- C. All grounding bushings on conduit runs which are terminated at tray shall be connected to the tray grounding cable with bare copper conductor sized as specified above.
- D. Where a conduit run is terminated at tray and the conduit carries a separate grounding conductor, this grounding conductor shall be terminated on the tray grounding cable. If the conduit run is terminated with a grounding bushing and the separate ground conductor it carries is sized in accordance with the requirements of the preceding paragraph for conduit bushing grounding, the ground conductor in the conduit run shall be continued through the conduit bushing ground connection and terminated on the tray grounding cable making unnecessary the installation of a separate conduit bushing grounding cable.

- E. A bare grounding conductor shall be installed the entire length of cable trays where indicated on the Drawings. The grounding conductor shall be connected to each tray section and the tray grounding system shall be connected to the station ground grid as indicated on the Drawings.

3.4 EQUIPMENT GROUNDING

- A. All new electrical equipment shall be connected to the new or existing ground grid with copper grounding conductor. The term "electrical equipment," as used herein, shall include all enclosures containing electrical connections or bare conductors except that individual devices such as solenoids, pressure switches, and limit switches shall be exempt from this requirement unless the device requires grounding for proper operation. Large equipment such as metal-clad or metal-enclosed switchgear will be furnished with a grounding bus which the Contractor shall connect to the ground grid. Most other equipment will be furnished with grounding pads and/or grounding lugs which the Contractor shall connect to the ground grid. All ground connection surfaces shall be cleaned immediately prior to connection. The Contractor shall furnish all grounding material required but not furnished with the equipment.
- B. Where ground grid extension stingers are indicated on the Drawings to be provided for connection to electrical equipment, the Contractor shall connect the bare grounding conductor to the equipment ground bus, pad, or lug.
- C. In addition to the ground grid extension stingers, a ground conductor shall be provided from the tray ground cable to each end of the ground bus assembly in the metal-clad switchgear.
- D. Where a ground conductor is included with the phase conductors of power circuits, the ground conductor shall be connected to the equipment grounding facilities and to the source ground bus. Where a ground conductor is not included with the phase conductors, the equipment shall be grounded by connecting a separate ground cable to the equipment grounding facilities and to the tray ground cable or source ground bus.
- E. Except where otherwise indicated on the Drawings, all equipment ground conductors that are not an integral part of a cable assembly shall be sized in accordance with the requirements of NEC. All ground conductors installed in conduit shall be insulated.
- F. Suitable grounding facilities, acceptable to PG&E, shall be furnished on electrical equipment not so equipped. The grounding facilities shall consist of compression type terminal connectors bolted to the equipment frame or enclosure and providing a minimum of joint resistance.
- G. The conduit system is not considered to be a grounding conductor except for itself.
- H. No grounding conductor shall be smaller in size than 12 AWG unless it is a part of an acceptable cable assembly.

3.5 GROUND SYSTEM RESISTANCE

- A. All ground resistance measurements shall be made with a three terminal "megger" type ground tester that applies alternating current to the electrodes and that gives a reading in

direct current ohms. Two reference ground probes shall be used and all tests shall be made in accordance with the instrument manufacturer's instructions for ground resistance testing. Some of the acceptable instruments are as follows:

1. Meg and megger ground testers, James G. Biddle and Co.
 2. Vibroground, Associated Research, Inc.
 3. Ground-Ohmer, Herman H. Sticht Co., Inc.
- B. After connection of ground rods to the grounding system, the Contractor shall obtain a ground resistance measurement from a selected location on the ground grid where indicated on the Drawings. These data shall be obtained, identified, and recorded under the supervision of PG&E and records of the results shall be sent to the PG&E within 5 days.
- C. Any ground grid resistance of 1.5 ohm or greater shall be brought to the attention of the PG&E engineer for further evaluation
- D. The ground resistance measurement data may indicate that additional ground rods are required. The Contractor shall furnish, install, and connect additional ground rods as PG&E may direct. The Contractor will be reimbursed for the extra work required in accordance with the unit prices quoted in the Proposal.

3.6 FIELD TESTS AND INSPECTION

- A. Test all exothermic weld connections by striking the weld with moderate hammer blows. Remake any connection which fails such test or which, upon inspection, indicates a porous or deformed weld.
- B. Provide exothermic welds which encompass 100 percent of the ends of the materials being welded. Remake welds which do not meet this requirement.
- C. Test the completed grounding system with calibrated test equipment specifically designed to test grounding systems. Provide at least 48 hours notice of this test to PG&E, to allow PG&E personnel to witness the test.

END OF SECTION

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SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section covers the aboveground electrical raceway work required to interconnect electrical or related equipment, including, but not limited to: conduits, cable trays, fittings, pull boxes and outlet boxes as indicated on the Plans and as specified herein.
- B. Above-ground raceway work includes low-voltage (<600V) and telecommunication raceway systems.
- C. Support hooks for telecommunications cabling.

1.2 RELATED DOCUMENTS

- A. Plans, General Conditions and Division 1 shall apply to work under this section.
- B. Section 260500 shall apply to work under this section.

1.3 SUBMITTALS

- A. The Contractor shall submit catalog cuts of all above-ground raceway products, including but not limited to:
 - 1. Conduits and fittings.
 - 2. Wireways and fittings.
 - 3. Pull boxes and accessories.
 - 4. Outlet and junction boxes.
 - 5. Above-grade grounding hardware.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are approved for the following products:
 - 1. Rigid Galvanized Steel (RGS) Conduit Triangle, LTV-Republic
 - 2. RGS Condulets Crouse-Hinds or equal
 - 3. Other RGS Fittings T&B, O-Z Gedney, Myers
 - 4. Electrical Metallic Tubing (EMT) Triangle, LTV-Republic
 - 5. EMT Condulets Crouse-Hinds I

6.	Other EMT Fittings	T&B, O-Z Gedney I
7.	Outlet and Device Boxes	T&B Steel City (Sheet Steel), Crouse-Hinds FD (Cast)
8.	Pull Boxes (NEMA 4X and 12)	Hoffman
9.	Wireway	Hoffman
10.	Surface Metal Raceway	Wiremold
11.	Grounding Compression Lugs	Burndy

2.2 CONDUIT AND FITTINGS

- A. Rigid Galvanized Steel (RGS) conduit shall conform to the requirements of ANSI C80.1 and UL 6.
- B. Electrical Metallic Tubing (EMT) shall conform to the requirements of ANSI C80.3 and UL 797.
- C. Flexible Metal Conduit shall conform to the requirements of UL 1.
- D. Liquidtight Flexible Metal Conduit shall conform to the requirements of UL 360.
- E. Conduit fittings and outlet bodies shall comply with ANSI C80.4 and UL Standard 514.
- F. Conduit types shall be applied as follows:
 - 1. RGS Conduit: Outdoor locations.
 - 2. EMT: Interior locations
 - 3. Flexible Metal Conduit: Dry interior office locations where flexibility or vibration isolation is required.
 - 4. Liquidtight Flexible Metal Conduit: Exterior, damp or wet or locations where flexibility or vibration isolation is required.
- G. Liquidtight flexible metal conduit or flexible metal conduit (see above for application requirements) shall be installed at: motor junction box connections, recessed light fixtures, instruments, as shown on the Plans, whenever flexibility is desired and wherever vibration may be present.
- H. Conduit minimum trade size shall be $\frac{3}{4}$ ", unless otherwise noted. Flexible conduit connections may be reduced to $\frac{1}{2}$ " trade size when the destination equipment is supplied with $\frac{1}{2}$ " hubs and the NEC conduit fill requirements are maintained.
- I. Where conduit sizes are not shown on the Plans, Contractor shall size conduits to meet NEC fill requirements.
- J. Conduit bodies for use with EMT shall be Crouse-Hinds Mark 9 series or equal and shall have sheet aluminum covers with neoprene gaskets. EMT fittings shall be compression-type and approved for the type of installation.
- K. Conduit bodies for use with RGS conduit shall be Crouse-Hinds Form 8 series or equal

and shall have cast iron covers with neoprene gaskets and corrosion-resistant screws.

- L. Bushings, hubs and other similar fittings shall be hot-dip galvanized for outdoor, wet, or damp applications. Indoor fittings may be zinc electroplate or similar.
- M. RGS conduit fittings shall be steel or malleable iron. Zinc die-cast fittings are unacceptable.

2.3 PULL, OUTLET AND JUNCTION BOXES

- A. Outdoor pull boxes larger than 6" x 6" shall be NEMA 4X 304 stainless-steel enclosures with stainless-steel piano hinged, clamped and gasketed door and rear mounting panel. Enclosure shall include a padlockable hasp.
- B. Outdoor pull, outlet and junction boxes 6" x 6" and smaller shall be malleable cast iron with threaded hubs and aluminum finish.
- C. Indoor pull boxes shall be NEMA 12 sheet steel with single hinged, clamped, gasketed door, rear mounting panel, ANSI 61 gray exterior finish and white interior finish. Rear mounting panel shall include screwed cable tie base strip (T&B #TC1112 or equal) continuously mounted around the panel perimeter to provide ample cable support points.
- D. Indoor outlet and junction boxes flush-mounted in finished areas shall be galvanized sheet steel with knockouts, mounting hardware, brackets, and extension rings as required. Minimum junction box size shall be 4" x 4" square.
- E. Back-to-back telecom outlet boxes in non-fire rated walls shall use a common, thru-wall box with single conduit stub-up to accessible ceiling space
- F. Junction boxes in outdoor areas shall be cast metal. Conduit bodies may be used in lieu of junction boxes if conductor and splice fill requirements are met and the conduit body has the required number and size of conduit entries.
- G. Outlet, device and switch boxes in outdoor or shop areas shall be cast malleable iron with aluminum finish.
- H. Floor boxes shall be flush mounted approved for use in concrete floor construction and have been tested by UL to their standard UL451A.
- I. Floor boxes shall be available in one, two, or three-gang configurations and available in stamped-steel and cast iron versions. All boxes shall be the "deep version" manufactured by Walker, Omnibox series.

2.4 WIREWAY

- A. Wireway for interior use shall be NEMA 12 feed-through type with hinged, gasketed and clamped covers. Exterior wireway shall be of NEMA 4 construction.
- B. Wireway shall be 14 gauge sheet steel with ANSI 61 gray polyester powder finish inside and out.
- C. Provide hangers, elbows, tees, box connectors, telescoping fittings and other accessories required for a complete wireway system.
- D. Wireway sizes shall be provided as shown on the Plans.

PART 3 - EXECUTION

3.1 CONDUIT SYSTEMS

- A. Bonding jumpers must be installed per NEC and local code requirements. the length shall not exceed 24 inches.
- B. Conduit runs shall be installed in a neat and craftsman-like manner, parallel or perpendicular to structural members, plumb and level.
- C. Conduits shall be installed no closer than 6" to flues, hot water or steam piping.
- D. In finished areas, install conduit concealed in wall and ceiling spaces.
- E. All conduits shall be routed so as to avoid any tripping hazard or interference with piping, ducting, structures, process equipment, instruments, ceiling tile removal, etc. Conduit run on concrete foundations shall be run on the sides of the foundation.
- F. All conduits shall be adequately supported in accordance with applicable codes. Conduits shall not be supported from piping, ducting or ceiling support wires.
- G. Conduits shall be supported on trapeze-type racks fabricated from Unistrut P1001 Series channel or equal and shall have provisions for future conduits equal to 50 percent of installed conduits. Space for mounting of future conduits shall be reserved on the bottom side of the strut. Spacing of conduit supports shall comply with NEC requirements.
- H. Trapeze-type conduit racks shall be braced per channel manufacturer's California-approved seismic bracing standards.
- I. Conduits shall be routed on common, centrally-located conduit racks above corridors and large open office areas. Conduits shall branch off at right angles from the rack as required to reach destination equipment.
- J. Beam clamps may be used for single conduits 1-inch and smaller perpendicular to beam members and shall be U-bolt type. Beam clamps shall not be used where conduit runs parallel with beam members.
- K. Conduit connections to cable trays shall utilize adjustable grounding-type clamps (O.Z. series "CTC" or equal) and insulated-throat bushings.
- L. All conduit ends shall be cut square, properly reamed, and threaded to engage not less than five threads. Conduit joints must be made up using a joint compound that will prevent corrosion, ensure ground continuity, and allow re-entry at a later date.
- M. There shall be no more than 3-1/2 quarter bends (315° total) between conduit termination points, including offsets and bends at fittings.
- N. Bends in parallel conduit runs on conduit racks shall be made using concentric-radius bends.
- O. Conduit bends shall be free from "flats", "kinks" or other deformations which impair the full inside dimensions of the conduit size. Unless otherwise shown on the Plans, all conduit bends are to have a minimum radius as defined below:

1.	CONDUIT TRADE DIAMETER	RADIUS
a.	0.75" through 1"	16"

- b. 1.25" through 1.5" 18"
 - c. 2" through 2.5" 24"
 - d. 3" through 5" 36"
- P. Indoor RGS conduits shall be terminated to sheet metal boxes and enclosures using double locknuts and insulated-throat bushings, or sealing hubs.
- Q. Indoor EMT shall be terminated to sheet metal boxes and enclosures using compression-type box connectors.
- R. Grounding-type bushings with lay-in lugs shall be used where necessary for conduit stub-ups, service equipment or grounding multiple conduits.
- S. All conduit entries into outdoor sheet metal enclosures shall be made using Myer's sealing hubs. The hubs shall have O-ring seals, insulated bushing throats, and bonding screws.
- T. Underground conduit stub-ups inside the building shall be terminated with conduit sealing bushings (OZ Gedney type CSB or equal) with appropriately sized neoprene bushings. Curved part of stub-up bend shall not be visible above the finished floor.
- U. Conduit stub-ups in hazardous (classified) areas shall be avoided. Where conduit stub-ups in hazardous areas are necessary, provide material, installation, and cable/conduit sealing to comply with NEC requirements for classified areas.
- V. Unions shall be provided at end devices where the final connection is made by threaded RGS conduit.
- W. When conduits are required to pass through bulkheads or floor plates, bulkhead hubs shall be used.
- X. All required conduit fittings and hardware are not shown on the Plans. Contractor shall provide all fittings, reducers, hubs, miscellaneous fittings and hardware necessary to complete the conduit installation. Conduit fittings and hardware shall be installed as required to provide a complete installation and a neat, workmanlike appearance.
- Y. All conduit-type fittings shall be of adequate size so that the cable can be installed without bending it to a radius less than six times the cable diameter. All fittings shall be installed so that the covers are easily removable.
- Z. Expansion fittings, complete with bonding jumpers, shall be installed every 200 feet in straight continuous conduit runs and wherever conduit crosses building expansion, isolation or separation joints.
- AA. Expansion fittings, complete with bonding jumpers, shall be installed every 200 feet in straight continuous conduit runs and wherever conduit crosses building expansion, isolation or separation joints.
- BB. Completed conduit systems shall be checked for continuity and cleaned by using mandrels, cleaning brushes and swabs pulled through each conduit. Conduits shall be blown out with compressed air and capped with bushings and conduit pennies until conductors are ready to be installed. Conduit systems shall be completed and cleaned prior to the installation of any wiring. Bushings and pennies shall be left in place on spare conduits.

- CC. Telecommunications conduits 2" and smaller shall be installed with a maximum length of 150 feet and with a maximum of two 90-degree bends or equivalent between pull points. Install pull or junction boxes where necessary to comply with these requirements.

3.2 **PULL, OUTLET AND JUNCTION BOXES**

- A. Not all pull boxes are shown on the Plans. Install pull boxes where required to meet conduit bend criteria.
- B. Contractor shall size pull boxes to meet NEC requirements. Where NEC requirements do not apply, Contractor shall size pull boxes to provide ample room for pulling, feeding and securing cabling.
- C. Access panels shall be provided where necessary for access to concealed pull boxes. Panels shall be flush with wall or ceiling surface and shall be finished to match wall or ceiling finish.

3.3 **WIREWAY**

- A. Wireway shall be installed plumb and level, supported in accordance with NEC and UL listing requirements.
- B. Wireway conduit fill limitations shall not be exceeded. Where conductor fill does exceed NEC limits, install parallel wireway.

END OF SECTION

SECTION 26 08 00

ELECTRICAL ACCEPTANCE TESTING AND COMMISSIONING

PART 1 - GENERAL

1.1 INCLUDED SYSTEMS AND EQUIPMENT

A. The following is a list of the equipment and system test requirements included in this section:

1. Daylight dimming controls
2. Occupant sensors

1.2 DESCRIPTION

A. This section specifies the functional testing requirements for Division 26 systems and equipment. From these requirements, the Commissioning Authority (CA) shall develop step by-step procedures to be executed by the Subs. The test requirements for each piece of equipment or system contain the following:

1. The contractors responsible to execute the tests, under the direction of the CA.
2. A list of the integral components being tested.
3. Prefunctional checklists associated with the components.
4. Functions and modes to be tested.
5. Required conditions of the test for each mode.
6. Special procedures.
7. Required methods of testing.
8. Required monitoring.
9. Acceptance criteria.
10. Sampling strategies allowed.

1.3 PREREQUISITES

A. The following applicable generic prerequisite checklist items are required to be listed on each written functional test form and be completed and checked off by CA prior to functional testing.

1. All related equipment has been started up and start-up reports and prefunctional checklists submitted and approved ready for functional testing:

2. All control system functions for this and all interlocking systems are programmed and operable per contract documents, including final setpoints and schedules with debugging, loop tuning and sensor calibrations completed.
3. All A/E punchlist items for this equipment corrected.
4. These functional test procedures reviewed and approved by installing contractor.
5. Other miscellaneous checks of the prefunctional checklist and start-up reports completed successfully.

1.4 MONITORING

- A. Monitoring is a method of testing as a stand-alone method or to augment manual testing.
- B. All points listed in the required monitoring section of the test requirements which are control system monitored points shall be trended by the controls contractor. Other points shall be monitored by the CA using dataloggers. At the option of the CA, some control system monitoring may be replaced with datalogger monitoring. At the CA's request, the controls contractor shall trend up to 20% more points than listed at no extra charge.
- C. Hard copies of monitored data must be in columnar format with time down the left column and at least 4 columns of point values on the same page. Graphical output is a desirable option, if the system can produce it.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 OCCUPANCY CONTROLS

- A. Parties Responsible to Execute Functional Test.
 1. Controls contractor: operate the controls
 2. Electrical contractor: assist in testing sequences
 3. CA: to witness, direct and document testing.
- B. Prerequisites
 1. The applicable prerequisite checklist items listed in the beginning of Section 1.3 shall be listed on each functional test form and checked off prior to functional testing.
- C. Functions / Modes Required To Be Tested and Test Methods The following testing requirements are an addition to and do not replace any testing requirements elsewhere in this Division.

Function / Mode	Test Method Manual (demonstration), Monitoring, Either or Both
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MISCELLANEOUS FUNCTIONS	
1. All specified functions and features are set up, debugged and fully operable.	Verbal discussion of features
2. Occupant over-ride functions and duration setting.	Demonstration
3. Scheduling features fully functional and setup, including holidays.	Observation in terminal screens or printouts
4. Date and time setting in Lighting Integrator Panel.	Demonstration

Function / Mode	Test Method Manual (demonstration), Monitoring, Either or Both
5. Verify that delays and ramp times are set and functioning so that the speed of change of light fixture output is slow enough to be judged non-bothersome to occupants.	Manual
6. Verify that the controls and sensors are not easily overridden or disabled by occupants.	Visual inspection
7. Verify that the photo sensor is in an adequate location and is not being affected by direct sunlight or obstructions.	Visual inspection

- D. Special Procedures (other equipment to test with, etc.; reference to function ID)
 - 1. None
- E. Required Monitoring
 - 1. None required, though monitoring can substitute for manual testing for most functions. See Section 1.4 above.
- F. Acceptance Criteria (referenced by function or mode ID)
 - 1. For the conditions, sequences and modes tested, the dimming controls, integral (All) components and related equipment respond to changing conditions and parameters appropriately as expected, as specified and according to acceptable operating practice.
- G. Sampling Strategy for Identical Units
 - 1. Each photosensor and its controlled zone must be tested (no sampling).

END OF SECTION

SECTION 26 09 24

DIGITAL - NETWORK LIGHTING CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following specification details the minimum compliance and related criteria for a complete and fully operational wireless digital addressable lighting control system for all interior lights.
- B. Section Includes:
 - 1. Wireless occupancy/vacancy sensors
 - 2. Wireless daylighting sensors
 - 3. Wireless multisensors
 - 4. Wired load control module with wireless communications
 - 5. Plug load control
 - 6. Zone relay control
 - 7. Zone 0-10V dimming control
 - 8. Wired receptacles with wireless communications
 - 9. Wired wallstation with wireless communications
 - 10. Wired luminaires with integrated sensors and wireless communications
 - 11. Wired luminaires with wireless communications
 - 12. Wireless gateway for centralized control, monitoring and system integration
 - 13. Software for integration, configuration, data, and troubleshooting

1.2 RELATED SECTIONS

- A. Section [260000 – Basic Electrical Systems.]
- B. Section [260519 – Wires, Cables and Connectors.]
- C. Section [260526 – Grounding.]
- D. Section [260533 – Raceway and Boxes.]
- E. Section [260800 – Electrical Acceptance Testing and Commissioning.]
- F. Section [262726 – Wiring Devices.]
- G. Section [265113 – Interior Lighting Fixtures, Lamps, and Ballasts/Drivers.]

1.3 REFERENCES

- A. American National Standards Institute/ (ANSI) (www.ansi.org)C62.41-1991 – Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
- B. Institute of Electrical and Electronic Engineers (IEEE) (www.ieee.org) 802.3af-2003 – Power over Ethernet standard
- C. International Electrotechnical Commission (www.iec.ch)IEC/EN 61000-4-2:2009 Electrostatic Discharge Testing Standard.
- D. International Organization for Standardization (ISO) (www.iso.ch)9001:2000 – Quality Management Systems.
- E. National Electrical Manufacturers Association (NEMA) (www.nema.org)WD1 (R2005) - General Color Requirements for Wiring Devices.
- F. Underwriters Laboratories, Inc. (UL) (www.ul.com)916 – Energy Management Equipment
- G. Federal Communications Commission (FCC) (www.fcc.gov)Title 47 CFR Part 15 Class A

1.4 COORDINATION REQUIREMENTS

- A. Coordination
 - 1. Coordinate the placement of lighting control panels

2. Coordinate the placement of sensors, wallstations and other user input devices
3. Coordinate the placement of daylight sensors to achieve optimal daylight dimming
- B. Prewire meeting: conducted on-site or during design meeting with lighting control system manufacturers or designated representative prior to commencing work as part of the manufacturer's standard practice and startup services. Manufacturer to review with the installer:
 4. Installation of lighting control panels and locations
 5. Lighting control network wiring
 6. Network IT requirements
 7. Low voltage wiring requirements
 8. Lighting control integration requirements
 9. Lighting control system integration network wiring and connectivity
 10. Installer responsibilities
 11. Startup and training schedule and actions

1.5 **SUBMITTALS**

- A. Specification conformance document - indicate whether the submitted equipment:
- B. Meets specification exactly as stated.
- C. Meets specification via an alternate means and indicate the specific methodology used.
- D. Shop drawings; include:
 1. Schematic (one-line diagram) will be specific to the project. Generic one-line diagrams will not be accepted. Provide drawing details for field installation that are specific to the project.
 2. Wiring diagrams for typical application installation configurations.
 3. Wiring diagrams for typical device installation configurations.
- E. Product data: catalog data sheets with performance specifications demonstrating compliance with specified requirements and are specific to the project.
- F. Sequence of operation to describe how each component operates and how any building wide functionality is achieved to exceed local energy code (California Title 24 2018, ASHRAE 90.1 2016, IECC 2018, or any newer versions of these codes.
- G. Provide a description of the system.
- H. System setup and programming to be provided by installer, certified technician or factory field service personnel.
- I. Follow-up by field services for "fine tuning" and additional configuration to occur approximately 90 days after system turnover.
- J. Re-occurring service contractor for site audit and continuing configuration on a 1, 2, or 3 year schedule after system turnover.

1.6 **CLOSEOUT SUBMITTALS**

- A. Sustainable design closeout documentation.
- B. Wireless lighting control system manufacturer to provide an operation and maintenance manual that details the start-up procedure being performed including a process to follow, details on tests performed and an area that documents any test results.

1.7 **QUALITY ASSURANCE**

- A. Product shall confirm to requirements outlined in NFPA 70
- B. Manufacturer: manufacturer shall have at least 10 years of experience in the manufacture of lighting control systems. Manufacturers that do not have at least 10 years of experience shall not be acceptable.
- C. System components:
- D. Listed by UL specifically for the electronic ballast/driver loads. Provide evidence of compliance upon request.
- E. Listed by FCC specifically for the required wireless communication protocols. Provide evidence of compliance upon request.

1.8 **DELIVERY, STORAGE AND HANDLING**

- A. Ensure products are delivered as shipped, including pallet assembly and packaging has not been damaged in shipment.
- B. Store products in a clean, dry location in manufacturers original packaging.

- C. Store products in an environment that meets products ambient and storage temperature per products specification sheets.
- D. Store products in an environment that meets products relative humidity of less than 90 percent, non-condensing as outlined on the product specification sheets.
- E. The contractor is responsible for complete installation of the entire system according to strict factory standards and requirements.
- F. Handling: packaging will include clear installation instructions for all components with typical illustrations of installation locations and connections. The installing contractor can easily match each package to the layout on the design floor plans.

1.9 **PROJECT CONDITIONS**

- A. Do not install equipment until following conditions can be maintained in spaces to receive equipment:
- B. Ambient temperature for indoor devices: 0 degrees to 50 degrees C (32 degrees to 122 degrees F).
- C. Ambient temperature for outdoor devices: -35 degrees to 65 degrees C (-31 degrees to 150 degrees F).
- D. Relative humidity: Maximum 90 percent, non-condensing.
- E. Wireless lighting control system must be protected from dust during installation.
- F. Ambient temperature for Lighting Management Appliance: 10 degrees C to 35 degrees C (50 degrees F – 90 degrees F).
- G. Coordinate layout and installation of luminaries and controls with other construction.
- H. Coordinate site commissioning with manufacturer no less than 21 days prior to required date

1.10 **WARRANTY**

- A. Provide manufacturer's enhanced 5 year limited warranty:
 - 1. 5-year limited warranty for the replacement of defective system components from the date of system shipment (except software application).
- B. Insight Manager hardware: One year 100 percent parts coverage, one year 100 percent manufacturer labor coverage.
- C. Contractor shall provide limited workmanship warranty for one year from customer acceptance.
- D. Eaton wireless fixtures with standard 0-10V dimmable ballast or driver module warranty is [5] years. When purchased with the WaveLinx Wireless Lighting Control system this warranty shall also be [5] years by the lighting fixture manufacturer.
- E. Extended warranty options may be provided for an additional charge to extend the system warranty to a total of ten [10] years.
- F. Extra materials:
 - 1. Wavelinx ceiling sensors: provide 1 of each product type for every 200 installed, to be used for maintenance.
 - 2. Tilemount daylight sensors: provide 1 of each product type for every 100 installed, to be used for maintenance.
 - 3. Wavelinx wallstations: provide 1 of each product type for every 200 installed, to be used for maintenance.
 - 4. Wavelinx receptacle: provide 1 of each product type for every 100 installed, to be used for maintenance.
 - 5. Wavelinx relay switchpack: provide 1 of each product type for every 200 installed, to be used for maintenance.
 - 6. Wireless area controller: provide 1 of each product type for every 100 installed, to be used for maintenance.

1.11 **COMMISSIONING**

- A. Provide factory-certified field service engineer to a site visit to ensure proper system installation and operation under following parameters:
- B. Qualifications for factory-certified field service engineer:
 - 1. Certified by the equipment manufacturer on the system installed.
- C. Make a visit upon completion of installation of central dimming control system:
 - 1. Verify connection of power feeds and load circuits.
 - 2. Verify connection Wallstation controls.


3. Verify proper connection iCAN link.
4. Download system panel data to dimming panels.
5. Check dimming panel load types and currents and remove by-pass jumpers.
6. Verify system operation control by control, circuit by circuit.
7. Obtain sign-off on system functions.
8. User to be trained on system operation.
- 9.

1.12 **MAINTENANCE MATERIAL SUBMITTALS**

- A. The manufacturer shall make available to the End-User a method of ordering new equipment for expansions, replacements and spare parts through established distributor channels.
- B. The manufacturer shall make new replacement parts available for minimum of 5 years from date of manufacture.
- C. The manufacturer shall make directly available to the owner additional software apps that may be desired for a minimum of 10 years from the system's date of purchase.
- D. [The manufacturer shall provide extended support that is billable at an hourly rate] OR [support that can be purchased on an annual maintenance contract basis.]

1.13 **SYSTEM DESCRIPTION & OPERATION**

- A. The wireless lighting control system shall be capable of providing all of the following functions for all lighting:
 1. Continuous dimming and automatic on/off controls.
 2. Occupancy control.
 3. Vacancy control.
 4. Daylight harvesting.
 5. Outdoor load control.
 6. Receptacle control.
 7. Load management.
 8. Multi-level scene control.
 9. 7 Day scheduling.
 10. Astronomic scheduling.
 11. Demand Response.
 12. Task Tuning.
 13. Power measurement data reporting.
 14. Mobile device configuration and control.
 15. Automatic Code Commissioning.
 16. Integration with third party system via BACnet/IP and Public (REST) API.
 17. Alarms monitoring console.
- B. The wireless lighting control system shall be capable of continuous dimming and switching allowing each fixture to monitor its local environment and provide distributed control in response to environmental changes.
- C. The wireless lighting control system shall provide network communication of all sensor and device data for all light fixtures including power measurement, occupied/unoccupied status, scene status and daylight information.
- D. The wireless lighting control system shall provide out-of-the-box functionality of all light fixtures with integrated sensors providing occupancy automatic on to 75% light level and automatic off after 20 minutes. Systems that do not include out-of-the-box functionality shall not be acceptable
- E. The wireless lighting control system shall provide a method for the installer to verify wireless communications and address all wireless devices with a single push button. Systems that require device addressing using a manual data entry method through software shall not be acceptable.
- F. The wireless lighting control system shall provide visible indication on all wireless devices when as each wireless device joins the wireless network. Systems that do not provide a visual indicator per device to the installer shall not be acceptable.

- G. The wireless lighting control system shall provide the capabilities for the installer to create a construction group of all wireless occupancy sensors and wireless wallstations to control all installed wireless light fixtures.
- H. The wireless lighting control system shall be able to be completely programmed and configured using a mobile application. Systems that require web or pc software for configuration shall not be acceptable.
- I. The wireless lighting control system shall allow addressed wireless light fixtures with integrated sensors to be identified by shining a laser or bright flashlight into the sensor. Identified light fixtures shall provide visible indication on the mobile application. Systems that do not permit reverse identification method shall not be acceptable.
- J. the wireless lighting control system shall allow wireless wallstations, receptacles, relays and remote sensors to be identified by simple pushbutton method on each device. Identified devices shall provide visible indication on the mobile application. Systems that do not permit reverse identification method shall not be acceptable.
- K. The wireless lighting control system shall support standalone and networked topologies. In a standalone topology the wireless area controllers are not connected to an ip network. The user shall be able to program the standalone area controller via a mobile app. In a networked topology, the wireless area controllers are connected to an ip network and communicate with a supervisory system.
- L. The wireless lighting control system includes the following components:
 - 1. Integrated sensors shall include passive infrared sensor, digital photocell, microprocessor, a wireless radio (IEEE 802.15.4), and a load controller for ON/OFF/DIM.
 - 2. Relay Switchpack with 0-10V control shall contain a utility grade power meter chip and a latching relay to control 20Amp load and 120mA 0-10V sink. Device shall include LED indication and pushbutton for device override and identification.
 - 3. Tilemount daylight sensor shall include a digital photocell, microprocessor, a wireless radio (IEEE 802.15.4), and a load controller for ON/OFF/DIM.
 - 4. Wallstation shall be mains powered (120/277VAC), including the following features:
 - a. Numerous button configurations, supporting small and large engraved buttons
 - b. Individual button LED indication
 - c. Universal light icon with raise/lower buttons
 - d. Each button fully programmable for Area Scene or Zone control
 - e. Wireless radio (IEEE 802.15.4)
 - 5. Battery powered, wireless ceiling sensor shall include the following features:
 - a. Passive infrared sensor
 - b. Daylight sensor
 - c. Wireless radio (IEEE 802.15.4)
 - d. LED indication and pushbutton for device identification.
 - 6. Receptacle control shall include a constant hot and controlled plug output and include the following features:
 - a. The receptacle control shall provide a single input for incoming power, devices that require constant hot and switched inputs shall not be acceptable.
 - b. The receptacle control shall be clearly marked "Controlled" and with the NEMA defined controlled symbol 
 - c. The receptacle control shall include a wireless radio (IEEE 802.15.4) to provide control and power measurement data.
 - 7. Wireless Area Controllers shall wirelessly communicate (IEEE 802.15.4) with all wireless sensors, wireless wallstations, wireless relays, and wireless receptacles to coordinate control areas, and zones. The Wireless Area Controller shall support the following features:
 - a. Power over Ethernet port to power the wireless area controller and allow the connection of a wireless area controller to a local area network (LAN).
 - b. 802.11 radio acting as a Wi-Fi AP allowing a mobile device to connect to the wireless area controller to program the lighting system.

- c. 802.11 radio acting as a wireless gateway allowing a mobile application or a supervisory system to communicate with the wireless area controller via a wireless local area controller.
 - d. Up to 16 areas
 - e. Up to 16 zones per area
 - f. Area scene configurations
 - g. Multiple occupancy sets per area
 - h. Multiple daylight sets per area
 - i. Demand Response reduction values
 - j. Scheduling configuration
 - k. System backup and restore capabilities
 - l. Automatic Code Commissioning
 - m. Built-in astronomical clock
8. Mobile application shall communicate using Wi-Fi to a single Wireless Area Controller or a building IT network with multiple Wireless Area Controllers. The Mobile application shall include the following features:
- a. Ability to connect to multiple Wireless Area Controllers
 - b. Administrative and user login credentials
 - c. Demonstration and Live mode
 - d. Automatic Code Commissioning
 - e. Drag and drop or multi select programming of wireless lighting system
9. Supervisory system able to aggregate data from the wireless area controllers and display the data to the user on a human machine interface as well as to third party system via BACnet/IP and Public (REST) API. The supervisory system shall include the following feature:
- a. Ability to discover and connect to multiple wireless area controllers
 - b. Aggregate data from the wireless area controllers
 - c. Display the health data, i.e. devices faults notifications, and other system's notifications on a web-based HMI application
 - d. Provide troubleshooting tips for each detected fault that would allow the individuals responsible to maintain the system easily troubleshoot the system.
 - e. Expose the data aggregated from the networked wireless area controllers to third party system via BACnet/IP and Public (REST) API
 - f. Receive automatic demand response signal for load shedding from third party system via BACnet/IP and Public (REST) API and broadcast it to the connected wireless area controllers.
 - g. Manage the supervisory system's user accounts
 - h. Manage the supervisory system's software upgrades
 - i. Backup/restore the Supervisory System (OS, application and database)

1.14 LIGHTING CONTROL APPLICATIONS

- A. Minimum lighting control performance required, unless local energy code is more stringent.
- B. Occupancy/vacancy requirements – provide an occupancy/vacancy sensors with manual on/ automatic off or automatic on/ automatic off functionality in all spaces. Manual on vacancy sensors should be used for any enclosed space with a manual on switch that does not require hands free operation. Spaces with multiple occupants or where line of sight might be obscured ceiling or corner mount sensors and manual wallstations would be required. Automatic on of lighting via occupancy sensor cannot exceed 50% of lighting. Systems that do that allow the user to select occupancy or vacancy mode shall not be acceptable.
- C. Bi-level switching – provide multi-level switching and/or variable dimming for maximum energy savings. [\(qualifies for epact tax deductions of \\$0.60 per foot\)](#)
- D. Task lighting / receptacle control – provide automatic shut off of non-essential plug loads and task lighting in all spaces. Provide manual on or automatic on of receptacles whenever spaces are occupied. Receptacle control will only be shut off when no occupancy is detected within the space. Systems that do not provide receptacle control for a full 20 amp circuit shall not be acceptable.

- E. daylight zones – primary sidelit or toplit areas within an enclosed space shall be controlled separately and automatically by individual integrated daylight sensors. Adjustments to the daylight zones must be provided by a simple to use, intuitive mobile application.
- F. Provide smooth and continuous daylight dimming for areas marked on drawings. Daylighting control system may be designed to dim electric light to the lowest light level and off.
- G. Provide the ability to adjust the high end and low end trim of the dimmers to ensure the lighting automatically provides energy saving even when daylighting calls for full illumination.
- H. Provide the ability for the dimmers and the relays to function separately. Systems where the 0-10v dimmers and relays are tied together reduce design capabilities and shall not be acceptable.
- I. Shall be capable of automatically responding to a demand response signal and adjusting the lighting level, without the need of programming or software. Systems that require software or commissioning to provide demand response integration shall not be acceptable. ([required for california title 24 2013](#))
- J. Additional controls:
 - 1. Provide occupancy or vacancy sensors (Auto On or Manual On) for any enclosed office, conference, meeting or training rooms. Spaces with multiple occupants or where line of sight may be obscured require ceiling or wall/corner mounted sensors with Manual On switches.
 - 2. Conference, meeting, training, auditoriums and multi-purpose rooms shall have controls that allow for scene based and independent control of each output. Rooms larger than 300 square feet shall support at least four (4) pre-set lighting scenes. Occupancy or vacancy sensors shall ensure all lighting, receptacles.
 - 3. Egress lighting control shall be integral to the system. The system shall provide an automatic control of adjacent corridor and/or egress lighting based upon room occupancy. Systems that do not ensure that adjacent corridor and/or egress lighting is controlled with room occupancy shall not be acceptable.
 - 4. Shall be able to communicate with third party system such as a building automation system by means of native BACnet/IP communication hosted on the supervisory system. The supervisory system shall be on the same subnet as the third party system.
 - 5. Shall be able to communicate with third party systems such as IoT platforms or AV systems by means of restful API commands via the public API interface hosted on the supervisory system. The supervisory system shall be able to communicate to the third system via the IP network provided by the customer through the proper ports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Eaton Lighting Systems
- B. Basis of design product: Eaton WaveLinx Wireless Connected Lighting system or subject to compliance and prior approval with specified requirements of this section, one of the following:
 - 1. Eaton WaveLinx Wireless Connected Lighting (WCL) system
 - 2. Pre- Approved Equal
- C. Substitutions: [Not Permitted]
- D. All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 19 calendar days prior to the bid date and must be made available to all bidders. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
- E. Any substitutions shall conform to Division 00 and 01 sections for specific requirements for substitution requests.
- F. Any substitutions provided by the contractor shall be reviewed at the contractor's expense by the electrical engineer at a rate of [\$200.00] per hour.
- G. By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices and wiring. The contractor shall

provide complete engineered shop drawings (including power and control wiring) with deviations from the original design, highlighted in an alternate color, to the engineer for review and approval prior to rough-in.

2.2 CONNECTED DEVICES

A. Load control devices.

1. Product: WaveLinx Relay Switchpack with 0-10 [WSP-MV-10]
 - a. Plenum rated
 - b. Integrated, self-contained unit consisting internally of an isolated load switching control relay [and a power supply to provide low voltage power].
 - c. 20amp 120/277VAC General Purpose
 - d. 16amp 120/277VAC electronic ballast (LED load)
 - e. Single class 2 0-10V dimming output (IEC 60929 Annex E) sinks up to 120mA per (40 μ A max per circuit leakage to line)
 - f. 0-10V output supports up to 60 ballasts/drivers that draw a standard 2mA each
 - g. Power measurement accuracy of 5%, reporting data to the Wireless Area Controller for display on the WaveLinx Mobile Application
 - h. Shall be compatible with electronic ballast, LED, incandescent, magnetic or electronic low voltage, and magnetic or electronic fluorescent, as well as motor loads.
 - i. Shall be capable of controlling up to 20Amp receptacle or plug loads.
 - j. Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - k. Relay Switchpack shall be FCC certified.
 - l. Relay Switchpack shall be a Class 1 device
2. Product: WaveLinx 347VAC Relay Switchpack with 0-10 [WSP-CA-10]
 - a. Plenum rated
 - b. Integrated, self-contained unit consisting internally of an isolated load switching control relay [and a power supply to provide low voltage power].
 - c. 20amp 347VAC General Purpose
 - d. 16amp 347VAC electronic ballast (LED load) [AS1]
 - e. Single class 2 0-10V dimming output (IEC 60929 Annex E) sinks up to 30mA
 - f. 0-10V output supports up to 30 ballasts/drivers that draw
 - g. Power measurement accuracy of 5%, reporting data to the Wireless Area Controller for display on the WaveLinx Mobile Application
 - h. Shall be compatible with electronic ballast, LED, incandescent, magnetic or electronic low voltage, and magnetic or electronic fluorescent, as well as motor loads.
 - i. Shall be capable of controlling up to 20Amp receptacle or plug loads.
 - j. Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - k. Relay Switchpack shall be FCC certified.
 - l. Relay Switchpack shall be a Class 1 device
3. Product: WaveLinx Receptacle [WR-15]
 - a. Integrated, self-contained unit providing a constant hot plug connection and a controlled plug connection.
 - b. 15amp 120VAC constant hot
 - c. 15amp 120VAC controlled load
 - d. Controlled load plug shall be labelled with "Controlled" and NEMA standard symbol for controlled plug loads.
 - e. Power measurement accuracy of 5%, reporting data to the Wireless Area Controller for display on the WaveLinx Mobile Application
 - f. Shall provide LED indication of status and wireless communication as well as override button.

- g. Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - h. WaveLinx Receptacle shall be FCC certified.
 - i. WaveLinx Receptacle shall be a Class 1 device
4. Product: WaveLinx Receptacle [WR-20]
- a. Integrated, self-contained unit providing a constant hot plug connection and a controlled plug connection.
 - b. 20amp 120VAC constant hot
 - c. 20amp 120VAC controlled load
 - d. Controlled load plug shall be labelled with "Controlled" and NEMA standard symbol for controlled plug loads.
 - e. Power measurement accuracy of 5%, reporting data to the Wireless Area Controller for display on the WaveLinx Mobile Application
 - f. Shall provide LED indication of status and wireless communication as well as override button.
 - g. Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - h. WaveLinx Receptacle shall be FCC certified.
 - i. WaveLinx Receptacle shall be a Class 1 device

2.3 **CONTROL DEVICES.**

- A. Product: WaveLinx Wallstation [W1L-*],[W1L-RL-*],[W2L-*],[W2L-RL-*],[W3L-*],[W2S-*],[W2S-RL-*],[W4S-*],[W4S-RL-*],[W5S-*],[W6S-*]
- 1. Mains powered wireless wallstation providing multi-level control of an area or zone
 - 2. 120VAC input
 - 3. Shall provide individual button LED indication of status and wireless communication as well as selected button.
 - 4. Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - 5. WaveLinx Wallstation shall be FCC certified.
 - 6. WaveLinx Wallstation shall be a Class 1 device
 - 7. Wireless momentary pushbutton switches in 2, 3, 4, 5 and 6 button configuration; available in white, ivory, grey and black; compatible with wall plates with decorator opening. Wallstations shall include the following features:
 - 8. Multi-level scene selection
 - 9. Scene raise/lower
 - 10. Toggle ON/OFF
 - 11. Removable buttons for field replacement with engraved buttons and/or alternate color buttons [ENGRV-*BTNL-*], [ENGRV-*BTNS-*]. Button replacement may be completed without removing the switch from the wall.
 - 12. Intuitive button labeling to match application and load controls.
 - 13. Pre-defined digital button configurations. Each wallstation is shipped with pre-defined digital button configurations which are automatically mapped to specific area/zone controls when added to an area in the WaveLinx Mobile Application.
 - 14. Multiple WaveLinx wallstations may be installed in an area by simply connecting them to the WaveLinx network. No additional configuration will be required to achieve multi-way switching.
 - 15. WaveLinx wallstations are delivered with pre-defined functions including, raise, lower, Half Lights, Full Lights, Read, Relax, Dimmed, Night, manual and scene control.
 - 16. Optional custom labeling is available for application or location specific wallstation button labels.

2.4 **CONNECTED SENSORS**

- A. Ceiling mounted or fixture integrated sensors.
- 1. Product: WaveLinx Ceiling Sensor [CWPD-1500]

- a. Occupancy Sensing:
 - 1) PIR multiple segmented lens, with internal grooves to eliminate dust and residue build-up.
 - 2) Products tested in identical manner, complaint to NEMA WD 7 -2011 Occupancy Motion Sensors Standards
 - 3) Sensor shall have time delays from 10 to 20 min
 - 4) Sensor battery life shall be 10 years based on approximately 30 activations and wireless signals per day.
 - b. Daylight Sensing:
 - 1) Open loop daylight sensor
 - 2) 100-900lux
 - 3) Light input within 60° cone
 - c. Power failure memory:
 - 1) Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - 2) Sensor is battery powered by standard AA batteries
 - d. Sensor wireless reporting:
 - 1) Battery life through the WaveLinx Mobile Application
 - 2) Occupancy status
 - 3) Ambient light level
 - e. All sensors shall provide an LED as a visual means of indication at all times to verify that motion is being detected during both testing and normal operation
 - f. Sensor shall wirelessly transmit occupancy; light level, power to the WaveLinx Wireless Area Controller which allows the data to be stored in a central location on premises and displayed via the WaveLinx Mobile Application.
 - g. Sensors shall be fully adaptive with the ability to have the sensitively and timing to be remotely adjusted to ensure optimal lighting control for any use of the space.
 - h. Sensors have remotely adjustable settings for dimming levels, occupied/unoccupied light levels, occupancy/vacancy sensing, and sensitivity to changes in motion and changes in ambient light levels.
 - i. Sensors have the ability to remotely adjust light output to reduced levels and remain at that reduced level for an adjustable time period before turning off when a space is vacant.
 - j. Programming is stored in each sensor in addition to the Wireless Area Controller. Sensors operate independently of from Wireless Area Controller, so there cannot be single point failure. Systems must operate so there is no single point of failure.
2. Product: WaveLinx Integrated Sensor [SWPD1]
- a. Sensing mechanism:
 - b. [Infrared]: Utilize multiple segmented lens, with internal grooves to eliminate dust and residue build-up.
 - c. [Daylight]: Utilize integrated daylight sensor to provide closed loop daylight dimming control. Each WaveLinx Integrated Sensor provides an individual daylight dimming zone to provide highly accurate daylight levels at the work surface throughout the entire space.
 - d. Power failure memory:
 - 1) Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - e. Products tested in identical manner, complaint to NEMA WD 7 -2011 Occupancy Motion Sensors Standards
 - f. Sensor shall have time delays from 10 to 20 min
 - g. Sensor shall provide unique daylight calibration taking into account for light level at the sensors, work surface and integrated luminaire light output.
 - h. All sensors shall provide an LED as a visual means of indication at all times to verify that motion is being detected during both testing and normal operation

- 1) Green LED indication when sensor is in out-of-the-box operation mode
 - 2) White LED indication when sensor has been connected to the WaveLinx wireless lighting control system
 - i. Test mode- fifteen second time delay
 - j. Walk-through mode
 - k. Sensors are RoHS compliant
 - l. Sensor shall provide out-of-the-box functionality of occupancy detection, directly controlling integrated fixture.
 - 1) Occupied default light level is 75%
 - 2) Unoccupied default light level is OFF
 - 3) Occupancy default time out is 20 minutes
 - m. Sensors shall monitor changes in occupancy, changes in ambient light levels and communicate digital control commands to light fixtures according to a control strategy.
 - n. Sensor shall wirelessly transmit occupancy; light level, power to the WaveLinx Wireless Area Controller which allows the data to be stored in a central location on premises and displayed via the WaveLinx Mobile Application.
 - o. Sensors shall be fully adaptive with the ability to have the sensitivity and timing to be remotely adjusted to ensure optimal lighting control for any use of the space.
 - p. Sensors have remotely adjustable settings for dimming levels, occupied/unoccupied light levels, occupancy/vacancy sensing, and sensitivity to changes in motion and changes in ambient light levels.
 - q. Sensors have the ability to remotely adjust light output to reduced levels and remain at that reduced level for an adjustable time period before turning off when a space is vacant.
 - r. Programming is stored in each sensor in addition to the Wireless Area Controller. Sensors operate independently of from Wireless Area Controller, so there cannot be single point failure. Systems must operate so there is no single point of failure.
3. Product: WaveLinx Tile mount Daylight Sensor [TMSWPD1]
- a. Sensing mechanism:
 - b. [Daylight]: Utilize Tile mount daylight sensor to provide closed loop daylight dimming control to a circuit of connected fixtures.
 - c. Power failure memory:
 - 1) Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - d. Tile mount sensor connects to a control module which supports up to 3Amps of connected fixtures.
 - e. Tile mount is designed to be installed in a ½" or ¾" ceiling tile within 54" of the control module and connected fixtures.
 - f. Sensor shall provide unique daylight calibration taking into account for light level at the sensors, work surface and integrated luminaire light output.
 - g. All sensors shall provide an LED as a visual means of indication and diagnostics.
 - h. Sensors are RoHS compliant
 - i. Control Module:
 - 1) Sensor shall connect to a 0-10V dimmable ballast or driver via a control module or connect to a WaveLinx enabled drivers without the use of WaveLinx control module.
 - 2) Sensor shall connect to a controller via a low voltage cable for interior applications.
 - 3) If power dropouts in the event of a brown-out or black-out, when power is restored, the lighting system should recover quickly and automatically return to the last lighting levels. A momentary interruption (1 or 2 seconds) of power should not cause extended periods (20 seconds or more) without lighting while the system reboots and all other electrical equipment is back on.

- 4) Control Module shall be installed by luminaire manufacturer and is shipped as an integral component to the luminaire.
- j. Sensor shall be FCC certified.
- k. Sensor shall be a Class 2 device.
- l. System shall support user initiated manual demand response and utility or BMS initiated automatic demand response.
4. Control Module Components:
 - a. Power Measurement capable of 5% power measurement accuracy.
 - b. Controller to include latching relay, to decrease power requirements of the power pack.
 - c. Operate Bounce Time: 3 ms. Max.
 - d. Max Switching Voltage 277VAC and 125VDC.
 - e. Insulation Rating: Class B and Class F.
 - f. Operations:
 - 1) Control Module and Sensor shall communicate energy usage Wireless Area Controller.
 - g. Listed to UL 916.
 - h. FCC Part 15 Class A certified.
 - i. Manufacturer to pre-wire control module in fixture.
 - j. Control module shall be plenum rated.
 - k. Connection between sensors and control module shall be Class 2, 18-24 AWG, stranded or solid depending on the application U.L Classified, PVC insulated or TEFLON jacketed cable suitable for use in plenums.
- B. Wireless Outdoor Load Control Module
 1. Product: WaveLinx Outdoor Load Control [WOLC]
 - a. Power failure memory:
 - 1) Controls incorporate non-volatile memory. Should power be interrupted and subsequently restored, settings and parameters saved in protected memory shall not be lost.
 - b. Control wireless reporting:
 - 1) Load status
 - c. Outdoor load control shall turn ON/OFF/DIM connected outdoor luminaire based on wireless communications signal from the WaveLinx Wireless Area Controller.
 - d. The WaveLinx Wireless Area Controller shall control the Outdoor load controller using the following:
 - 1) Time Schedule
 - 2) Astronomic time schedule
 - 3) Manual pushbutton from a connected wallstation
 - 4) BACnet command
 - 5) API command
 - e. Controller shall wirelessly transmit; light level, power to the WaveLinx Wireless Area Controller which allows the data to be stored in a central location on premises and displayed via the WaveLinx Mobile Application.
 - f. Controller shall have remotely adjustable settings for dimming levels, time based light levels.
 - g. Controller shall have the ability to remotely adjust light output to reduced levels and remain at that reduced level for an adjustable time period before turning off when a space is vacant.
 - h. Programming is stored in each controller in addition to the Wireless Area Controller. Controllers operate independently of from Wireless Area Controller, so there cannot be single point failure. Systems must operate so there is no single point of failure.

2.5 CONNECTED SPACES

A. WaveLinx Wireless Area Controller [WAC-POE]

1. Spaces shall be equipped with a control device to automatically shut off lighting in those areas. This automatic control device shall function on either:
 - a. A timeclock scheduling basis where the interior and exterior lights controlled by the wireless area controller are changed based on the time of day or the astronomic (sunrise and sunset).
 - 1) The astronomical timeclock shall be integrated into the wireless area controller and shall not require any internet connection to maintain its time.,
 - 2) The timeclock programming and time clock settings shall be retained after a power loss.
 - 3) The timeclock shall allow weekly recurrences
 - 4) Time clock events can be scheduled to:
 - a) Set areas to desired scenes
 - b) Zone light levels to the desired light level
 - c) Zone light levels when occupied
 - d) Zone light levels when unoccupied
 - b. An occupancy basis where the interior and exterior lights controlled by the wireless area controller are changed based on the occupancy set status. The occupancy set is composed of one or more occupancy sensors and it shall turn lighting off within 20 minutes of an occupant leaving a space
 - c. A manual command basis where a user or a program send an override command using a wireless wallstation, the mobile application or via bacnet/IP or Public API. The bacnet/IP and Public API signal will received via the Insight Manager/supervisory system.
2. Provide Wireless Area Controllers [WAC-POE] in the locations and capacities as indicated on the plans and schedules. Each Wireless Area Controller [WAC-POE] shall have the following capabilities:
 - a. The Wireless Area Controller [WAC-POE] is a server class appliance that discovers, programs and manages WaveLinx connected devices, connected sensors and connected Apps.
 - b. Uses industry standard HTTPS security with AES-128 encryption safeguards the integrity of the entire system. Backups prevent data loss and restore fixtures to operational modes. It constantly monitors areas to ensure that spaces are managed according to the assigned user preferences and tasks being performed.
 - c. Powered-over-Ethernet (PoE) at 48V device (IEEE802.3af), utilizes the building PoE network switches(by others) or a PoE injector [WPOE-120] (accessory by Eaton) for power and network connection.
 - d. Maximum CAT 5e cable distance between the Wireless Area Controller and a network PoE switch is 330 feet. Care shall be taken when routing the cable to not exceed the 330-foot limitation including travel distance up and down structures.
 - e. Wi-Fi access point and wireless client capabilities. Wi-Fi capabilities are automatically disabled if the Wireless Area Controller is physically connected to a building LAN and receives an IP address. Systems that allow multiple simulations methods of network connection (Wi-Fi & LAN) shall not be acceptable.
 - f. 2.4 GHz Transceiver for IEEE 802.15.4 wireless radio for communication to connected devices and sensors.
 - g. Shall support AES 128-bit encryption
 - h. LED indicators for status of various wireless radios and communications.
 - i. Shall be FCC Part 15 Class A, RoHS certified.
 - j. Wireless Area Controller connection cables shall be plenum rated.
 - k. Shall be Class 2 devices.
 - l. Construction Grouping
 - 1) PAIR button to allow automatic creation of Construction Group allowing simplified automatic control of all connected devices and sensors.
 - 2) The patent-pending Construction Grouping mode permits contractors to complete a quick system start-up to confirm that the devices have been installed correctly, instead of waiting for factory-trained technicians to get the

lights on a project in working order. Contractors follow a simple process to pair the wireless devices with the appropriate WAC and initiate occupancy-based lighting control functionality. This saves lighting energy during the construction phase of the project by ensuring that the lights are turned off when the area is unoccupied.

- 3) Construction grouping provides visual indication to the installer that devices have received wireless communication from the Wireless Area Controller and received a unique individual address. Systems that do not provide visual indication of device connection to the wireless network shall not be acceptable.
- 4) Construction grouping provides automatic grouping of connected devices to provide simple occupancy-based and wallstation control of all devices, without the need of a factory trained technician. Systems that require special software or training to group wireless devices shall not be acceptable.

m. Scalability and Data Integrity

- 1) The Wireless Area Controller can be deployed as a dedicated installation managing up to 200 wireless device (connected devices, connected sensors). When deployed as a dedicated installation the Wireless Area Controller acts as a local wireless access point for Wi-Fi connection method to the WaveLinx Mobile Application.
- 2) The Wireless Area Controller can be deployed as a network installation managing up to 200 wireless devices (connected devices, connected sensors) per Wireless Area Controller. When deployed as a network installation the Wireless Area Controller connects to the building LAN or wireless network as a client using DHCP. The maximum number of Wireless Area Controllers on the building network is dependent upon the building network configuration.

B. Insight Manager [ELS-IMPRO1, ELS-IMENT1, ELS-IMVRT1]

1. The Insight Manager shall support up to 500 Wireless Area Controllers. The entry level model for the Insight Manager shall support up to 20 Wireless Area Controllers while the enterprise level model for the Insight Manager shall support up to 500 Wireless Area Controllers.

2.6 CONNECTED APPLICATIONS

A. WaveLinx Mobile Application [WAPP]

1. Administrative programming and editing may be conducted via an intuitive iOS or Android mobile application.
2. WaveLinx Mobile shall support the following features:
 - a. Network discovery of multiple Wireless Area Controllers
 - b. Naming and identification of Wireless Area Controllers
 - c. Unique administrative login credentials for each Wireless Area Controller
 - d. Discovery of wireless devices per Wireless Area Controller (Find Devices)
 - e. Creation of up to 16 Areas per Wireless Area Controller
 - f. Creation of up to 16 Zones per area
 - g. Creation of multiple Occupancy Sets per area
 - h. Creation of Daylight Sets for each integrated luminaire
 - i. Creation of Demand Response values for each area
 - j. Definition of scene values for each area
 - k. Definition of schedules for each Wireless Area Controller
 - l. Blink identification and reverse identification of each connected devices and sensor
 - m. Identified connected devices and sensors will indicate on the WaveLinx Mobile Application their selection by the device icon pulsing on the screen.
 - n. Ability to utilize drag and drop, multi select and filter capabilities for easy association of connected devices and sensors to a defined area.

- o. Automatic Code Commissioning features include:
 - 1) Automatic association of all devices added to an area to provide a California Title 24 2016 code compliant sequence of operations
 - 2) All occupancy sensors are joined together to provide an Automatic ON to 50% light level
 - 3) All occupancy sensors are joined together to provide an Automatic OFF of all luminaires and plug loads after 20 minutes of with no occupancy detected.
 - 4) Automatic closed loop daylighting to approximately 500lux
 - 5) Automatic wallstation button mapping providing the dominant button providing a 50% light level all other buttons provide multi-level dimming control from 30%-100%
 - 6) Automatic display of area power measurement data
 - 7) Automatic Demand Response of 20%
 - 8) Additional screens if needed to adjust Automatic Code Commissioning settings.
- B. Lighting Xpert Insight [LXI]
 - 1. The application shall be accessible via HTML5 compatible web browsers such as Internet Explorer, Chrome and Safari.
 - 2. The application shall support multiple computing device types, i.e. smartphone, tablet, laptops and desktop..
 - 3. The software application shall support touch interaction.
 - 4. The application shall utilize HTTPS (industry-standard certificate-based encryption and authentication for security).
 - 5. The system shall display system's fault in near real-time. System faults include loss of communication with the Wireless Area Controller, wireless wallstation, wireless ceiling sensor, wireless switchpack, wireless daylight sensor, wireless control module and low battery alarms.
 - 6. The system shall offer context-sensitive troubleshooting tips for each alarm
 - 7. The system shall be able to send e-mail notifications to subscribe users for each fault. The user shall provide the SMTP server information to allow the Lighting Xpert Insight to send out email notifications.
- C. BACnet Interface
 - 1. The BACnet/IP interface shall support the following capabilities:
 - a. BACnet integrator can monitor:
 - 1) Area scene
 - 2) Area power usage
 - 3) Dimming zone level (0-100%)
 - 4) On/off zone level (on/off)
 - 5) Occupancy sensor's occupied/unoccupied status
 - 6) Daylight sensor's level
 - b. BACnet integrator can command:
 - 1) System-wide Demand Response enable/disable
 - 2) Area scene
 - 3) Dimming zone level (0-100%)
 - 4) On/off zone level (on/off)
 - 5) Occupancy sensor
 - 2. The system shall be able to allow users to select which object types the system shall expose, i.e. Area, Zones, input devices and output devices.
 - 3. The system shall be able to generate the electronic PICS document and allow users to be able to send the PICS document to the proper stakeholders.
- D. The Public API shall support the following capabilities:
 - 1. The Public API interface shall support the following capabilities:
 - a. Get:
 - 1) Building hierarchy information (areas, zones, devices)
 - 2) Area scene
 - 3) Area power usage

- 4) Dimming zone level (0-100%)
 - 5) On/off zone level (on/off)
 - 6) Occupancy sensor's occupied/unoccupied status
 - 7) Daylight sensor's level
- b. Put:
- 1) System-wide Demand Response enable/disable
 - 2) Area scene
 - 3) Dimming zone level (0-100%)
 - 4) On/off zone level (on/off)
 - 5) Occupancy sensor

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The control system shall be installed and fully wired as shown on the plans by the installing contractor. The contractor shall complete all electrical connections to all control circuits.
- B. Install the work of this Section in accordance with manufacturer's printed instructions unless otherwise indicated.
- C. Provide written or computer-generated documentation on the commissioning of the system including room by room description including:
- D. Sensor parameters, time delays, sensitivities and daylighting setpoints.
- E. Sequence of operation, (e.g. manual ON, Auto OFF. etc.).
- F. Load parameters (e.g. blink warning, etc.).

3.2 PRODUCT SUPPORT AND SERVICE

- A. Factory telephone support shall be available at no cost to the owner. Factory assistance shall consist of solving programming or application questions concerning the control equipment.

3.3 FACTORY COMMISSIONING

- A. Upon completion of the installation, the system shall be commissioned by the manufacturer's factory authorized representative who will verify a complete fully functional system.
- B. The electrical contractor shall provide both the manufacturer and the electrical engineer with twenty one working days written notice of the system startup and adjustment date.
- C. Upon completion of the system commissioning the factory-authorized technician shall provide the proper training to the owner's personnel on the adjustment and maintenance of the system.
- D. Qualifications for factory certified field service engineer:
 1. Certified by the equipment manufacturer on the system installed.
- E. Make first visit upon completion of installation of WaveLinx Wireless Connected Lighting system:
 1. Verify locations of Wireless Area Controllers
 2. Verify implementation of Construction Group process
 3. Identify connected devices and program using WaveLinx Mobile and Automatic Code Commissioning.
 4. Verify that system operation control based on defined sequence of operations (SOO).
 5. Obtain sign-off on system functions.
- F. Make second visit (optional) to demonstrate and educate Owner's representative on system capabilities, programming, fine tuning and maintenance.
- G. Due to building operations, start-up of WaveLinx Wireless Connected Lighting system may be required outside of normal business hours (Monday through Friday, 7 a.m. to 5 p.m.).

3.4 CLOSEOUT ACTIVITIES

- A. Training Visit

- B. Lighting control system manufacturer to provide [2] days additional on-site system training to site personnel. This shall be a part of the second visit by field service to the site. A separate third visit will require an additional charge.
- C. For LEED projects, manufacturer shall conduct an on-site walkthrough to demonstrate system functionality to a Commissioning Agent.
- D. During this visit, the manufacturer's Field Service Engineer will perform tasks, at the request of the facility representative or Commissioning Agent, such as to demonstrate wall control functions, explain or describe occupancy and/or daylight sensor functionality.
- E. On-site Walkthrough
- F. Lighting control system manufacturer to provide a factory certified Field Service Engineer to demonstrate system functionality to the Commissioning Agent.

3.5 **MAINTENANCE**

- A. Capable of providing on-site service support within 48 hours anywhere in continental United States and within 72 hours worldwide except where special visas are required.
- B. Offer renewable service contract on yearly basis, to include parts, factory labor, and annual training visits. Make service contracts available up to ten years after date of system startup. Additional service contracts and warranties need to be verified as being available.
- C. Prior to bid, confirm if an on-site meeting between the Lighting Control System Manufacturer and a Facility Representative will be required to evaluate system usage after the building has been in operation for a predetermined period of time. If a field service visit is required for Acceptance Testing or building commissioning, it shall be as an additional charge unless specifically stated in the specification and confirmed on the WaveLinx Wireless Connected Lighting bill of materials.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This Section includes the following:

1. Wall Switches.
2. Occupancy sensor.

1.2 RELATED DOCUMENTS

- A. Plans, General Conditions and Division 1 shall apply to work under this section.
- B. Section 260500 shall apply to work under this section.

1.3 SUBMITTALS

A. Product data for each type of product specified.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with provisions of the following codes.
- B. NFPA 70 "National Electrical Code."
- C. UL and NEMA Compliance: Provide wiring devices which are listed and labeled by UL and comply with applicable UL and NEMA standards.

1.5 SEQUENCE AND SCHEDULING

A. Schedule installation of finish plates after the surface upon which they are installed has received final finish.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. EATON or equal

2.2 WIRING DEVICES

A. General: Provide temper-proof wiring devices, in types, characteristics, grades, colors and electrical ratings for applications indicated which are UL-listed and which comply with NEMA WD I and other applicable UL and NEMA standards. Provide white color devices and wall plates except as otherwise indicated. Verify color selections with Architect. Unless otherwise noted, all wiring devices in finished areas shall be Decorator Series.

B. Wall Switches:

Typical Application	Load Rating	Voltage Rating	Pole	Cat. No.
Control Lights	20A	120/277	1	EATON WAVELINX 20A 120/277V WALL STATION; W4S-RL- S4-W

C. Wall mount occupancy sensor shall be passive infrared type with integrated dual level switches.

Typical Application	Load Rating	Voltage Rating	Cat. No.
Control Lights w/ no integrated sensor, in Small Areas/Rooms up to 1,500 SqFt	20A	120/277	EATON WAVELINX – CWPD-1500

2.3 WIRING DEVICES ACCESSORIES

A. Wall Plates: Single and combination, of types, sizes and with ganging and cutouts as indicated. Provide plates which mate and match with wiring devices to which attached. Provide metal screws for securing plates to devices with screw heads colored to match finish of plates. Provide wall plate color to match wiring devices except as otherwise indicated. Provide wall plates with engraved legend where indicated. Conform to requirements of Section, "Electrical Identification." Provide plates possessing the following additional construction features:

1. Material and Finish: Plastic, smooth.

PART 3 - EXECUTION

3.1 INSTALLATION OF WIRING DEVICES AND ACCESSORIES

- A. Install wiring devices and accessories as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate with other Work, including painting, electrical boxes and wiring installations, as necessary to interface installation of wiring devices with other Work.
- C. Install wiring devices only in electrical boxes which are clean and free from building materials, dirt and debris.

- D. Install galvanized steel wall cover plates in unfinished spaces and install brushed stainless steel wall cover plates at ceramic tile walls of toilet and shower rooms.
- E. Install wiring devices after wiring work is completed.
- F. Install wall plates after painting work is completed.
- G. Tighten connectors and terminals, including screws and bolts, in accordance with equipment Manufacturer's published torque-tightening values for wiring devices. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standard 486A. Use properly scaled torque-indicating hand tool.

3.2 PROTECTION

- A. Protect installed components from damage. Replace damaged items prior to final acceptance.

3.3 FIELD QUALITY CONTROL

- A. Testing: Prior to energizing circuits, test wiring for electrical continuity and for short-circuits. Ensure proper polarity of connections is maintained. Subsequent to energizing, test wiring devices and demonstrate compliance with requirements, operating each operable device at least six times.
- B. Test ground fault interrupter operation with both local and remote fault simulations in accordance with manufacturer recommendations.

END OF SECTION

SECTION 26 51 13

LIGHTING FIXTURES, LAMPS AND BALLASTS/DRIVERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Plans, General Conditions and Division 1 shall apply to work under this section.

1.02 SUMMARY

- A. Section 260500 shall apply to work under this section.
- B. This section covers provision and installation of lighting system components including: interior fixtures, lamps, ballasts, emergency ballasts and accessories.

1.03 SUBMITTALS

- A. The Contractor shall submit catalog cut sheets prepared by the manufacturer which clearly show all elements to be supplied and all corresponding product data including fixture type, ballast quantity and type, lamp quantity and type, photometric data, materials, finishes, accessories, voltage, input watts, CFM data, and photographic image of fixture.
- B. Manufacturer's data sheets for each ballast including ballast type, power factor, input voltage, input watts, and ballast factor.
- C. Seismic restraint calculation.
- D. Submit for Architect's information – Submit product data in accordance with Section 018113 Sustainable Design Requirements. For Credit MR 5.1-5.2, submit product data indicating location of material sources and manufacturing/processing facilities for regionally manufactured materials.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All lighting fixtures, and accessories shall be UL-listed and labeled.

2.02 MANUFACTURERS

- A. Lighting fixtures shall be as specified on the Light Fixture Schedule.
- B. LED drivers shall be high frequency electronic type manufactured by EATON, or equal.
- C. LED Lamps shall be manufactured by EATON or equal.

- D. Emergency battery packs/relays shall be EATON, Wavelinx-CEPC Series or equal.
- E. Lighting fixtures shall be designed and tested in accordance with the latest editions of the applicable provisions of the following codes and standards as supplemented by this specification:
 - 1. National Electrical Manufacturers Association (NEMA) Publications LE1 and LE2.
 - 2. Underwriter's Laboratories (UL)
 - 3. NFPA 70, "National Electrical Code" and NFPA 101 for exit signs.
 - 4. Certified Ballast Manufacturers Association (CBM). Fixture ballasts shall comply with CBM standards and shall bear the CBM label.
 - 5. ANSI C82.2 and C82.11, FCC CFR 47 Part 18, Public Law 100-357, and UL 935 and 1029.
- F. Lighting fixtures designed as emergency on Plan shall be powered from an inverter system with battery backup for minimum 90 minutes of emergency operation.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Lighting fixtures shall be installed at locations and elevations indicated on the Plans. Fixture locations on plans are general and approximate. Verify exact location of fixture and adequacy of clearance with other equipment such as ducts, pipes, conduit, or structural elements.
- B. Verify ceiling construction and furnish appropriate fixture mounting supports, hardware, trim, and accessories for each fixture.
- C. Lighting fixtures shall be installed in accordance with the fixture manufacturers' recommendations, applicable requirements of the NEC, NECA's "Standard of Installation" and with recognized industry practices.
- D. Fixtures shall be installed utilizing outlet boxes, hangers and supports suitable for properly supporting fixture weight.
- E. Surface-mounted fixtures longer than two feet shall be supported at two points in addition to the outlet box fixture stud.
- F. Recessed fixtures installed in other than suspended ceilings shall be equipped with plaster frames.
- G. Fixtures shall be installed free of light leaks, wraps, dents, or other irregularities.
- H. Visible hanging devices shall be finished to match the fixture finish, unless otherwise noted. Suspended fixtures shall hang level and aligned when installed in rows.
- I. Fixtures mounted in suspended ceilings shall be attached to the main runners of the ceiling system with appropriate mounting hardware. Provide independent 45 degree slack

- cables from corners of fixtures to structure above.
- J. Provide at least two supports for single fixtures. Where fixtures are continuously mounted in rows, provide supports at maximum intervals of 8 feet, or closer if necessary to prevent visible deflection.
 - K. Replace burnt out LED lamps and noisy or defective drivers.
 - L. Fixtures with emergency battery packs connected to switched circuits shall be controlled on and off by the controlling device and shall go into the emergency mode upon loss of power to the emergency battery pack. Provide switched and un-switched leads to these fixtures.

3.02 ADJUSTING, CLEANING AND TESTING

- A. Adjust optics of adjustable fixtures per Engineer's direction.
- B. Adjust sensitivity, time delay and masking settings of occupancy sensors in order to accurately control fixtures for valid occupancy conditions and eliminate false tripping from all sources, e.g. corridor traffic, extraneous movement, HVAC air flow, etc.
- C. Clean dirt and construction debris from fixtures and clean fixture, lens and lamp surfaces to remove dust, fingerprints, smudges and paint splatter.
- D. Upon completion of the lighting system installation and after building electrical supply is available, energize the lighting system and demonstrate the functionality of all fixtures and controls. Defective fixtures, lamps, controls and other components shall be replaced at no cost to Engineer and re-tested.
- E. If the time between lighting system energization and Substantial Completion exceeds three months, all fixtures shall be re-lamped at no cost to Engineer.

END OF SECTION

SECTION 27 00 00 – TELECOMMUNICATIONS CABLING SYSTEM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division-16 or 26, Basic Materials and Methods sections apply to work specified in this section.

1.2 REFERENCE STANDARDS

- A. ANSI/TIA-492.AAAC-B – Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class 1a Graded-Index Multimode Optical Fibers
- B. ANSI/TIA-492.AAAD – Detail Specification for 850-nm Laser- Optimized, 50-µm Core Diameter/125-µm Cladding Diameter Class 1a Graded-Index Multimode Optical Fibers Suitable for Manufacturing OM4 Cabled Optical Fiber
- C. ANSI/TIA-492.CAAB – Detail Specification for Class IVa Dispersion-Unshifted Single-Mode Optical Fibers with Low Water Peak. Current Edition
- D. ANSI/TIA-568.0-D – Generic Communications Cabling for Customer Premises
- E. ANSI/TIA-568.1-D – Commercial Building Communications Cabling Standard
- F. ANSI/TIA-568-C.2-1 – Balanced Twisted-Pair Telecommunications Cabling and Components Standards
- G. ANSI/TIA-568.3-D – Optical Fiber Cabling and Components Standard
- H. ANSI/TIA-569-D – Telecommunications Pathways and Spaces
- I. ANSI/TIA-606-B.1 – Administration Standard for the Commercial Telecommunications Infrastructure.
- J. ANSI/TIA-607-C – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
- K. ANSI/TIA-862-B – Structured Cabling Infrastructure Standard for Intelligent Building Systems
- L. ANSI/TIA-942-A – Telecommunications Infrastructure Standard for Data Centers
- M. NFPA 70 – National Electrical Code (NEC).
- N. BICSI – TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual (TDMM)

1.3 GOVERNANCE

- A. The Electrical Code referred to in these specifications is the National Electrical Code as currently adopted by the State of California. All work will be provided in strict compliance with the Electrical Code and all regulations that may apply.

- B. Where standards exist, for a particular category, products used on this project will be listed by an OSHA approved Nationally Recognized Testing Laboratory (NRTL), and be approved or listed for the intended service and application.
- C. These specifications do not undertake to repeat the requirements of codes, regulations or NRTL listing or labeling instructions. The Specifications or Drawings may require items or work beyond the requirements of applicable codes or regulations. The stricter, higher quality, greater quantity or higher cost will be allowed, and accommodations must be approved by District IT prior to procurement or installation. It is incumbent on the Installer, material and equipment suppliers to meet these specifications, applicable codes, regulations, and NRTL listing agency restrictions.
- D. The word "Manufacturer" will include the Manufacturer, the Manufacturer's Representative, the Distributor, the Fabricator, and the Supplier of the particular classification of equipment, system, product, and material.
- E. All work, equipment, and systems will be manufactured, provided, repaired, installed, and tested in accordance with the latest edition and all current amendments of the applicable publications and standards of the organizations listed below as of the date of the Contract Documents. When the Specification requirements exceed the requirements of these publications and standards the Specifications will govern:
 1. State Building Code (SBC)
 2. Building Department Inspectional Services
 3. American Society for Testing and Materials (ASTM)
 4. Underwriter's Laboratories, Inc. (UL)
 5. Insulated Cable Engineers Association (ICEA)
 6. National Electrical Manufacturers Association (NEMA)
 7. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
 8. American National Standards Institute, Inc. (ANSI)
 9. National Fire Protection Association (NFPA)
 10. Local Electric Code
 11. Department of Public Safety (DPS)
 12. Building Officials and Code Administrators International, Inc. (BOCA)
 13. Department of Labor USA. Safety and Health Regulations for Construction (OSHA)
 14. Energy Codes
 15. National Electrical Contractors Association (NECA)
 16. National Bureau of Standards (NBS)
 17. Federal Communications Commission (FCC)
 18. Utilities Serving Project.
 19. Fire Department.
 20. Americans with Disabilities Act Applications Guidelines (ADAAG).
 21. Accessibility Guidelines for Buildings and Facilities.
 22. Any and all Federal, State and Local Standards, Codes and Authorities having Jurisdiction.
- F. In addition, all phases of the Structured Cabling System installation will adhere to applicable Local Area Network (LAN) Specifications of the IEEE, Electronics Industry Association/Telecommunications Industry Association (TIA/EIA), and Building Industry Consulting Service International (BICSI). The entire system and all components will be Nationally Recognized Testing Laboratory (NRTL) certified to appropriate TIA/EIA performance rating Category, Latest ANSI/TIA/EIA Standards 455-A, 492, 568, 569-A, 570, 606, 607 and 758 (latest revisions), and ANSI/TIA TSB 67, TSB 72, TSB 75, TSB 95 plus other standards as applicable.
- G. The Installer will have available at the job site at all times one copy of the latest edition of the Electrical Code, TIA and BICSI Standards applicable to the work as specified within this

document.

- H. The above requirements will not in any way limit responsibility or requirements to comply with all other codes, standards and laws.
- I. Material, equipment, enclosures, and systems will be designed for use as required to suit the conditions, exterior or interior operation, dust tight, water tight, explosion-proof, or other special types.
- J. All materials shall be purchased from Distributors authorized by system Manufacturers to sell new and unused components.

1.4 DESCRIPTION OF WORK:

- A. The extent of telephone/data system work is indicated and is hereby defined to include, but not be limited to cable, cable supports, raceway, connectors, racks, cabinets, panels, wire management, device plates, patch cords, backboard, grounding, firestop and miscellaneous items required for a complete, tested and operational system.
- B. Provide, install and test the complete cable and outlet system as indicated and described herein. Work includes procurement, project management, installation, labeling, termination, testing and cleanup of all cables installed under this project.
- C. Provide system testing, as-builts (redlines) of installed cables and numbering plan, Operations & Maintenance Manuals (O&M's), and processing of warranty registration with Manufacturer.
- D. Project coordination with General Contractor, District IT, District ITs Representative, and other trades before, during and upon completion of project as necessary for a well-executed project.
- E. Refer to other Master Division sections, bid proposal and project responsibilities matrix for responsibility and requirements for raceways, boxes and fittings, wiring devices (plates), and supporting devices, and other sections, as applicable.
- F. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called "permanent link," a term that is used in the testing protocols.
- G. Horizontal copper cabling system consists of four twisted pairs of solid annealed copper. Each four pair cable is terminated onto 8 position 8 conductor ("RJ45", or 8P8C) connectors (jacks) using Insulation Displacement Conductors (IDCs). Color-coded connectors are placed into NEMA rated faceplates at the work area and placed into corresponding rack-mounted patch panels in the equipment / networking rooms. The jacks use state-of-the-art techniques to effectively eliminate Alien Crosstalk.
- H. Horizontal cabling may contain no more than one transition point or consolidation point between the horizontal cross-connect and the telecommunications outlet/connector.
- I. Bridged taps and/or splices will not be installed in the horizontal cabling.
- J. Communications cables shall be rated CMR or CMP. CMP cable ratings are required for cables passing through or contained within plenum air handling spaces, such as above drop ceilings and return or supply air shafts. The contractor is responsible for installing the correct cable type in the appropriate environment, and any failures to do so according to the District IT or the Authority Having Jurisdiction (AHJ) will result in the contractor removing the unsuitable cable

and installing the correct cable, at their own expense.

- K. The maximum allowable horizontal cable length installed in the permanent link (jack to jack) is 295 feet (90 m). This maximum allowable length does not include an allowance for patch cords, maximum length of 16 feet (5 m) to the workstation equipment and of 16 feet (5 m) in the horizontal cross-connect.

1.5 QUALITY ASSURANCE:

- A. Comply with applicable portions of NEC as to type products used and installation of components. Provide products and materials, which have been UL-listed and labeled. Comply with NEMA, ANSI and TIA standards manufacturer's recommendations for horizontal cabling.

1.6 SUBMITTALS AND SUBSTITUTIONS

- A. The District has standardized on a unified, end-to-end copper system design based on Leviton jacks, patch panels and patch cords, as well as Berk-Tek field-terminable cables. Corning fiber systems is the preferred Fiber provider for the district. The District is satisfied that the products specified herein are qualified for the purpose intended, and has performed due diligence in establishing a consistent set of standards based on performance and feature set.
- B. Products which are proposed in the bid response which are of an alternative solution are to be prequalified as "equal or better" by the Designer and District IT, in writing, prior to bid acceptance. If substitutions are allowed, they are at the discretion of the District IT and based on performance, suitability, quality, administrative requirements, warranty and other factors deemed important to the District IT. Written acceptance of substitutions from District IT must be included in bid package to avoid disqualification of bid.
- C. Submit manufacturer's data and installation details for all devices, plates, cable, terminal blocks, patch cords, racks, wire management, labels and similar equipment which are not in accordance with District IT standards.
- D. Submit a copy of 3rd party testing and certification documents which prove they meet or exceed the requirements as set forth in this document, for any product or system not specified herein or proposed as an "equal" substitute for District IT-approved products. All products must have independent test data published prior to bid.
- E. Any substitutions must be approved by Designer, District IT and/or District IT's Representative in writing prior to acceptance of bid.

1.7 CONTRACTOR QUALIFICATIONS AND TRAINING

- A. The contractor shall be fully conversant and capable in the cabling of low voltage applications such as, but not limited to data, voice and imaging network systems. The Contractor shall at a minimum possess the following qualifications:
 1. Possess those licenses/permits required to perform telecommunications installations in the specified jurisdiction.
 2. Provide references of the type of installation provide in this specification.
 3. Personnel trained and certified in fiber optic cabling, splicing, termination and testing techniques. Personnel must have experience using an OLTS and OTDR.

4. Personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.
5. Personnel knowledgeable in local, state, province and national codes, and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
6. Be in the Low Voltage or Telecommunications Installation business for a minimum of ten (10) years and possess a current California C7 license.
7. Be an approved Member in good standing of the Certified Installer network associated with the products listed in this Specification and authorized for use in this Project. Contractor must be a member of this installer program before, during, and through completion of the system installation. Supporting documentation will be required as part of the submittal.
8. Maintain a certified RCDD on staff and utilize Certified Installers for this project. Installers shall be certified by the manufacturer of the products installed, or by an Industry organization responsible for the certification of its membership base, such as BICSI.
9. Contractor must own the specified test equipment and be fully trained by the manufacturer in its operation. and a core alignment fusion splice machine if fiber optic cable is in the scope of work.

1.8 WARRANTY

- A. A Limited Lifetime Product & Performance Warranty covering all components, equipment and workmanship shall be provided to the District IT, submitted in writing with system documentation. The warranty period shall begin on the system's first use by the District IT.
 1. Horizontal channels shall be completed with Leviton Network Solutions factory-terminated copper and/or fiber optic patch cords in order to be eligible for the applicable Leviton Warranty with channel performance guarantees.
 2. Approved product shall be listed on the most recent version of the applicable Leviton data sheets for each listed Berk-Tek Leviton Technologies solution.
 3. The Contractor must pre-register the project with the Manufacturer before installation has begun. Following project completion, contractor is responsible for completing all warranty registration procedures on behalf of the District IT.
 4. Should the cabling system fail to perform its expected operation within this warranty period due to inferior or faulty material and/or workmanship, the contractor shall promptly make all required corrections without cost to the District IT.
- B. Certified Installer shall provide labor, materials, and documentation in accordance with Leviton Network Solutions requirements necessary to ensure that the District IT will be furnished with the maximum available Manufacturer's Warranty in force at the time of this project.
- C. The installed structured cabling system shall provide a warranty guaranteeing the specified performance in the installed channel performance above the ANSI/TIA-568 requirements for Category 6, Augmented Category 6 (CAT 6A) cabling systems or ISO 11801 requirements for Class E and EA.

1. Standards-compliant channel or permanent link performance tests shall be performed in the field with a Leviton-approved certification tester in the appropriate channel or permanent link test configuration.
- D. Necessary documentation for warranty registration shall be provided to the manufacturer by the installer (within 10 days) following 100 percent testing of cables.
1. Installation Contractor shall submit test results to Leviton Network Solutions in the certification tester's original software files.
 2. Installation Contractor shall ensure that the warranty registration is properly submitted, with all required documentation within 10 days of project completion.
 3. Certified Contractor/Integrator must adhere to the terms and conditions of the respective manufacturer's warranty programs.
- E. Manufacturer shall ensure that the District IT receives the project warranty certificate within 60 calendar days of warranty registration.

1.9 PRODUCTS INSTALLED BUT NOT SUPPLIED UNDER THIS SECTION

- A. All conduit and EMT required for Communications cabling pathway in/out of cross connect closets and in/out of wall cavities at the work area. EMT or Conduit for pathways shall have no more than two 90 degree bends between pull boxes and no continuous section over 100'.
- B. All core holes through concrete, metal, finished hardwood or masonry; in-floor troughs ("Walker Duct"), and poke through devices in the floor for the installation of Communications cabling. Device plates for landing communication cables should be included in the Communications scope.
- C. All core holes and EMT sleeves between floors for the routing of Communications cabling.
- D. Back boxes for the mounting of NEMA rated faceplates.
- E. Drag line or pull string at the back boxes fished through existing EMT, conduit, or wall cavities ("Ring and String") to the accessible ceiling or other end of conduit, for installing 4 pair, multi-pair or fiber optic (horizontal and backbone) cables.
- F. Minimum of 2 walls covered in $\frac{3}{4}$ " AC grade plywood painted white with fire retardant paint in each cross connect closet or connection point for data, voice, video, security and building automation systems. Plywood walls shall be covered 4' W x 8' H whenever possible.
- G. Basket tray or ladder racking to support main pathway cable bundles through hallways, open areas or exiting telecom rooms unless otherwise requested at time of bid.
- H. #2/0 ground wire or other size as appropriate, from Telecommunications Grounding Bus Bar(s) to Building Ground. Use of #6 ground wire, or smaller as allowed, for grounding of telecommunications equipment installed under this Scope is included within the Telecommunications scope of work.
- I. Electrical subcontractors may be required to provide additional lighting, power or grounding connections to the electrical panel, and to provide and install electrical devices as needed. It will be the responsibility of the Contractor to secure all required specialists and subcontractors in order to fully perform under the requirements for these projects.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide complete raceway, outlet boxes and miscellaneous items as required.
- B. Utilize 4-11/16" square outlet box (min) at each outlet location with single gang plaster or tile ring and 1" conduit to cable tray, backboard, or accessible ceiling or floor space.
- C. Provide a complete data cabling and device system as described herein.
- D. Work area connectors shall be of a non-proprietary "Keystone"-style port configuration, such that they fit into all furniture, panels, wallplates, raceways, floor monuments, poke-throughs and AV boxes without adapters. Maximum density of 6 CAT6A outlets shall be available in Decora footprint where required and 48 ports in a 1RU panel may be required in select high density locations.

2.2 ACCEPTABLE MANUFACTURER SOLUTIONS:

- A. Subject to compliance with requirements, provide products of the following:
 - 1. Leviton Manufacturing Co, Inc.
 - 2. Berk-Tek, a Nexans Company
 - 3. District IT Pre-approved equal

2.3 UTP PIN/PAIR TERMINATION ASSIGNMENT

- A. The UTP cabling system will have TIA/EIA T568B pin/pair termination assignment. All conductors provided will be properly and consistently terminated at both ends throughout the entire systems. Maintain proper untwist of pairs and removal of jacket per TIA, BICSI, and Manufacturer's recommendations.

2.4 SYSTEM PERFORMANCE

- A. Category 6A (CAT6A) Unshielded Twisted Pair (UTP) Systems
 - 1. Category 6A 23AWG UTP copper cabling system shall be guaranteed to exceed all TIA-568 link and channel performance requirements and be capable of supporting 10G Base-T (802.3an) and ISO/IEC 11801 Class E_A applications for a total distance of 100 meters with equipment cords. System is guaranteed to meet all CAT6A requirements for short links and channels down to a 10 foot link (5 meter channel) with a guaranteed 5 dB margin of Alien Crosstalk. Field testing is not required for Alien Crosstalk clearance.
 - 2. Basis of Design is Berk-Tek Leviton Technologies CX6850 Cat6A Premium UTP System
 - 3. Category 6A Performance Parameters, headroom over TIA-568 standard:

Insertion Loss	NEXT	PSNEXT	ACR-F (ELFEXT)	PSACR-F (PSELFEXT)	Return Loss	ACR-N	PSACR-N	PSANEXT	PSAACR-F
3%	5 dB	6 dB	10 dB	10 dB	4 dB	7 dB	7 dB	5 dB	11 dB

- B. Category 6 (CAT6) Shielded (F/UTP) Twisted Pair Systems
 - 1. Horizontal Shielded, F/UTP Category 6 23AWG copper cabling system shall be guaranteed to meet all TIA-568 link and channel performance requirements and be capable of

supporting 1000Base-T (802.3ab) and ISO/IEC 11801 Class E applications for a total distance of 100 meters with equipment cords.

2. Basis of Design is Berk-Tek Leviton Technologies CS6100 Cat6 Shielded System
3. CAT6 F/UTP Performance Parameters, headroom over TIA-568 standard:

Insertion Loss	NEXT	PSNEXT	ACR-F (ELFEXT)	PSACR-F (PSELFEXT)	Return Loss	ACR-N	PSACR-N
2%	5 dB	6 dB	5 dB	6 dB	2 dB	6 dB	7 dB

C. Category 6 (CAT6) Unshielded Twisted Pair (UTP) Systems

1. Category 6 UTP 23AWG copper cabling system shall be guaranteed to exceed all TIA-568 link and channel performance requirements and be capable of supporting 1000Base-T (802.3ab) and ISO/IEC 11801 Class E applications for a total distance of 100 meters with equipment cords.
2. Basis of Design is Berk-Tek Leviton Technologies CX6175 CAT6 UTP System.
3. CAT6 Performance Parameters, headroom over TIA-568 standard:

Insertion Loss	NEXT	PSNEXT	ACR-F (ELFEXT)	PSACR-F (PSELFEXT)	Return Loss	ACR-N	PSACR-N
3%	6 dB	7 dB	8 dB	9 dB	3 dB	8 dB	9 dB

2.5 HORIZONTAL CABLING SYSTEMS

A. CATEGORY-RATED DATA CONNECTORS (RJ45 JACKS)

1. Provide mission-critical, modular-type, information connectors/outlets (jacks) for 24-23 AWG copper cable. These connectors shall be individual snap-in style, and exceed compliance with TIA-568 specifications. The connectors shall comply with the following:
 - a. Shall be 8-position 8-conductor (8P8C) "RJ45"-style modular jack, Category 6 (CAT6) and Category 6A (CAT6A), with IDC terminals, T568A/B wiring scheme (use T568B), and utilize a non-punchdown simplified manual termination style.
 - b. Shall be encased in a die-cast housing to protect from potential EMI/RFI, and utilize a universal Keystone-style insertion footprint as the manufacturer's main "flagship" line of products.
 - c. CAT6A connectors shall exceed all component performance requirements for Augmented Category 6 in the ANSI/TIA-568 standard, as well as Class E_A requirements as described in ISO/IEC 11801, from 1 MHz to 500 MHz to support the IEEE 802.3an standard for 10GBASE-T network performance.
 - d. CAT6 Connectors shall exceed all component performance requirements for Category 6 in the ANSI/TIA-568-C.2 standard, as well as Class E requirements as described in ISO/IEC 11801, from 1 MHz to 250 MHz.
 - e. Shielded connectors shall utilize the same form factor, design, and tool-less installation process as the unshielded connectors in the product line.
 - f. Shall be tested by an Independent testing body such as Intertek (ETL) for component compliance (i.e. "Component rated") to ANSI/TIA-568 and for POE+ applications. Test results shall be published and publicly available without special request.
 - g. Shall be in compliance will all National Electrical Codes; compliant with ANSI/TIA-1096-A (formerly FCC Part 68); cULus Listed.

- h. When used in the plenum spaces, shall be plenum-rated per UL 2043, and all plastic components shall be made of high-impact, fire-retardant plastic rated UL 94V-0.
- i. Shall have a maximum depth of 1.31”.
- j. Cable shall be terminated by the use of a snap-on wire manager that holds individual conductors in place during termination, and allows for termination without a complete untwist of each conductor pair. Cables shall terminate onto jack via a “clamshell” closure at rear of connector, affixing termination manager to connector IDC
- k. Shall be terminated without the need for any punch down tool or other specialized or proprietary termination tool.
- l. Shall be reusable and support a minimum 20 termination and re-termination cycles and be facilitated by simple termination release levers.
- m. Shall utilize a method of tine tensioning using polymer springs above the tines (“Retention Force Technology” or similar functionality) that prevents six-position modular plug insertion from damaging either the cord or the module and promotes return of tines to original position.
- n. Shall fit the full manufacturer’s range of telecommunications faceplates, outlets, and field-configurable patch panels. No separate product line or style of connectors shall be required for patch panels, faceplate, biscuit, furniture, raceway and/or floor feed applications.
- o. Shall be available in 13 TIA 606-B compatible colors and supplied with interchangeable icons (Voice, Data, A/V, and blank, color coded to match the connector face) for easy identification and tracking of data, voice, or other functions. Additional bulk Icons for the connector shall be available separately.
- p. Shall be available with an optional internal shutter to protect against dust and debris such as in above-ceiling and in-floor locations.
- q. Typical colors: Ivory CAT6, Blue CAT6 Shielded, and Yellow CAT6A.

Approved Products:

- Leviton Atlas-X1 UTP Cat 6A Connector, no shutters, 6AUJK-R*6
- Leviton Atlas-X1 UTP Cat 6A Connector, with shutters, 6AUJK-S*6
- Leviton Atlas-X1 STP (Shielded) Cat 6 Connector, no shutters, 61SJK-R*6
- Leviton Atlas-X1 STP (Shielded) Cat 6 Connector, with shutters, 61SJK-S*6
- Leviton Atlas-X1 UTP Cat 6 Connector, no shutters, 61UJK-R*6
- Leviton Atlas-X1 UTP Cat 6 Connector, with shutters, 61UJK-S*6
- Additional Icons: ICONS-IC* (72 two-sided Icons)

Where * = one of 13 colors. See drawings or check with District IT for application.

(W)=White, (T)=Light Almond, (A)=Almond, (I)=Ivory, (Y)=Yellow, (O)=Orange, (L)=Blue, (B)=Brown, (C)=Crimson, (R)=Dark Red, (P)=Purple (V)=Green, (G)=Grey, (E)=Black

B. PATCH PANELS

1. Telecommunications Room Patch panels shall be manufactured with empty ports, which allow for the insertion of appropriately-graded and colored jacks. Panels shall be Shielded, standard density, and used for all CAT6 and CAT6A terminations at IDF and MDF locations. Panels shall be:
 - a. Shielded for both UTP and STP applications, and shall accept both styles of jacks in the same panel. Panels shall include star washers and grounding lug for flexibility in panel grounding, and/or hardware to accept standards-compliant grounding connectors.
 - b. Available in either 24- or 48-ports to protect data from electromagnetic and radio frequency interference.
 - c. Independently tested and verified by Intertek (ETL) to meet or exceed all TIA component, permanent link, and channel requirements of TIA-568 for Cat 5e, Cat 6, and Cat 6A, FCC part 68, and IEC 60603-7. An appropriate cable management bar

- d. shall be included.
- d. QuickPort High-Density modular panels shall be available in 48-ports/1RU form factors for authorized situations.
- e. Shall be sized to fit an EIA standard, 19 inch relay rack and hole pattern.
- f. Shall utilize a universal Keystone-style insertion footprint as the manufacturer's main "flagship" line of products and receive the same jacks as are used in the workstation outlets. No special "Panel jack" shall be required.

Approved Products:

- Leviton 1RU QuickPort® Shielded Flat Patch Panel # 4S255-S24 (24-port)
- Leviton 2RU QuickPort® Shielded Flat Patch Panel # 4S255-S48 (48-port)
- Leviton 1RU QuickPort® Shielded Angled Patch Panel # 4S256-S24 (24-port)
- Leviton 2RU QuickPort® Shielded Angled Patch Panel # 4S256-S48 (48-port)

A. FACEPLATES

1. Faceplates (wallplates) secure information outlets to the work area. Contractor shall provide and install single gang faceplate kits to house all jacks as required for all work area outlets, workstation base feeds, and furniture openings. Unused telecom backboxes shall receive a solid blank faceplate. Telecommunications faceplates shall:
 - a. Utilize a keystone-type ("QuickPort") footprint to match the approved connectivity manufacturer, and be made by the same manufacturer as the connectors.
 - b. Precisely match colors and materials of the power wiring device plates.
 - c. Support any connectivity media type, including fiber, AV and copper applications.
 - d. Have write-on or printable designation labels for circuit identification together with a clear plastic cover.
 - e. Be available in single-gang and double-gang configurations.
 - f. Have surface-mount boxes and standoff rings available for both single and double gang faceplates.
 - g. Have single-port matching color blank inserts available in packs of 10.
 - h. Color shall match nearby electrical devices exactly. Off-color ivories or whites will not be accepted.
 - i. Furniture faceplates shall fit existing knockouts for telecom receptacles, and snap in without screw mounts.
 - j. Wallplate colors are typically Ivory.

Approved Products:

- Leviton QuickPort Single-Gang, Plastic, with ID Windows, # 42080-#xS
- Leviton QuickPort Single-Gang, Stainless Steel, with ID Windows, # 43080-1L#
- Leviton QuickPort Blank Inserts, pack of 10, #41084-BxB
- Leviton QuickPort Single-Gang Stainless Steel Wall Phone faceplate, #4108W-0SP
- Leviton Blank Plate #zz014 (1-gang), xx025 (2-gang)
- Leviton Extended-Depth Furniture Faceplate, #49910-Ex4

Where:

- # = number of ports: 1, 2, 3, 4, 6
- x = color: White (W), Ivory (I), Light Almond (T), Gray (G), Black (E)
- zz = 88 (White), 77 (Lt. Almond), 86 (Ivory), 88 (Stainless Steel)

B. SURFACE-MOUNT BLOCKS (SMB)

1. Surface-Mount Blocks (SMBs) are used to protect terminated CAT6 and CAT6A cables at the endpoints where they are not contained within walls or furniture. Example locations may be Wireless Access Points (WAPs), Group Work Areas fed by conduits run down columns, security cameras, or other network-enabled device locations.

2. Ceiling, WAP, Camera and other non-wallmount locations will use a 2-port plastic SMB.
3. Small Surface-Mount Boxes shall exhibit the following characteristics:
 - a. Outlet housings for WAPs and other devices shall be a high-density, low profile design with (2) or (4) field-configurable ports, snap-lock cover, and cable knockouts on back.
 - b. Housing cover shall have raceway knockouts for top and bottom entry. Base shall include Tie-wrap anchor points at all cable entrances.
 - c. The housing shall be mountable with screws, tape or a single magnet.
 - d. The cover shall provide the option of securing it to the base with a screw that is hidden under the outlet identification window.
 - e. Shall be constructed of high-impact self-extinguishing plastic rated UL 94V-0, and be UL Listed and compliant with FCC Part 68 and TIA-568 specifications.

Approved Products:

Leviton QuickPort Surface-mount Housing, White, #41089-#xP

Where

= number of ports: 1, 2, 4, 6

x = color: White (W), Ivory (I), Light Almond (T), Gray (G), Black (E)

C. DATA CABLES

1. Category 6A (CAT6A) Unshielded Twisted-Pair (UTP) cable
 - a. 100-Ohm, 23 AWG, Category 6A 4-pair balanced unshielded twisted pair solid annealed copper
 - b. Cable shall be characterized to 750 MHz and UL/ETL Listed by the Manufacturer printed on the cable jacket and package, as well as Intertek (ETL) Verified to TIA-568 Category 6A and ISO/IEC 11801 Class EA requirements for channel, link and component performance to support IEEE 10GBASE-T (802.3an) networks
 - c. Maximum Cable Outer Diameter: 0.275".
 - d. Documentation available from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specifications, not simply at or above the standard.
 - e. Guaranteed cable balance improves overall performance and reduces emissions which results in error-free performance up to 10 Gigabit Ethernet with full duplex transmission
 - f. The unshielded twisted pair conductors are surrounded by a non-conductive aluminum/polyester tape and jacketed with flame-retardant polymer alloy to reduce alien crosstalk, reduce cable diameter and improve performance.
 - g. Provided on spools or reels-in-box to reduce risk of kinking cable upon deployment
 - h. Cable shall be Plenum-rated (CMP) for any location where plenum cable is required.
 - i. Be made by an ISO 9001 and 14001 Certified Manufacturer.
 - j. Guaranteed to meet or exceed Channel margin guarantees as stated above under System Performance
 - k. Color: Yellow, or as directed.
2. CAT6 Shielded twisted-pair cable (F/UTP)
 - a. 100 ohm, 23 AWG, solid annealed copper 4-pair unshielded twisted-pair solid annealed copper conductors with an overall foil shield.
 - b. Shielded with an overall polyester/aluminum foil with stranded tinned copper drain wire and ripcord and jacketed in flame-retardant PVC
 - c. Cable shall be UL/ETL Listed by the Manufacturer printed on the cable jacket and package, and ETL Verified to TIA-568 Category 6 and ISO/IEC 11801 Class D.

- d. Cable shall be Plenum-rated (CMP) for any location where plenum cable is required.
 - e. Outer Diameter: 0.235" max for CMP, .240" max for CMR
 - f. Color: White.
3. Category 6 (CAT6) Unshielded Twisted-Pair (UTP) cable
- a. 100-Ohm, 23 AWG, Category 6 4-pair balanced unshielded twisted pair solid annealed copper conductors
 - b. Cable shall be characterized to 550 MHz and UL/ETL Listed by the Manufacturer printed on the cable jacket and package, as well as ETL Verified to TIA-568 Category 6 and ISO/IEC 11801 Class E.
 - c. Cable shall be Plenum-rated (CMP) for any location where plenum cable is required.
 - d. Outer Diameter: 0.230" max.
 - e. Cable shall be guaranteed to exceed all TIA-568 link and channel performance requirements and be capable of supporting 1000Base-T (802.3ab) and ISO/IEC 11801 Class E applications for a total distance of 100 meters with equipment cords
 - f. Color: Blue.
4. All category cabling manufacturers must be able to provide documentation from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specifications, not simply at or above the standard.
5. Cable may be CMR rated for areas not running through air handling spaces. CMP cable must be used if cable passes at any point through an air plenum or supply/return air handling space.

Approved Products:

- Berk-Tek LANmark XTP, CAT6A CMP, Yellow, 1000' reel, # TBD
- Berk-Tek LANmark XTP, CAT6A CMR, Yellow, 1000' reel, # TBD
- Berk-Tek LANmark-6 FTP, CAT6 CMP, White, 1000' reel, # 10081255
- Berk-Tek LANmark-6 FTP, CAT6 CMR, White, 1000' reel, # 10122953
- Berk-Tek LANmark 1000, CAT6+ UTP, Blue, CMP, 1000' box, # 10032094
- Berk-Tek LANmark 1000, CAT6+ UTP, Blue, CMR, 1000' box, # 10032455
- Other colors as required

D. COPPER PATCH CORDS

1. Copper patch cords for CAT6A UTP and FTP cable systems shall exhibit the following characteristics:
- a. Slimline, integrated snag-less plug design without incorporating the use of a rubber molded boot for use at patch panel.
 - b. A narrow profile for less congestion in higher density applications and a strain relief boot ensures long-term network performance
 - c. Independently tested and verified by Intertek (ETL) for CAT 6A component performance.
 - d. Cable construction provides excellent alien crosstalk suppression and EMI/RFI protection.
 - e. Constructed of shielded 26 AWG stranded conductor cable for maximum flexibility and outside diameter of .240", for use in shielded and unshielded systems.
 - f. Patch cords in Plenum areas shall be Plenum-rated, and utilize solid conductors.
 - g. Complies with TIA 568-C.2-10 component requirements for connecting hardware from 1 MHz to 500 MHz, ISO 11801 Class EA, IEEE 802.3an to support 10GBASE-T networks and cULus listed.
 - h. Available Lengths: 3', 5', 7', 10', 15', or 20'.

2. Standard copper patch cords for CAT6 UTP user locations shall exhibit the following characteristics:
 - a. 26-gauge, unshielded, twisted pair, stranded conductor construction with a standard 8-position modular plug on both ends.
 - b. Plug contacts shall be plated with minimum of 50 micro-inches (μm) of gold
 - c. Slimline, integrated snag-less molded plug design with integrated strain relief, without incorporating the use of any secondary or 2-piece rubber over-boot.
 - d. Maximum Outer Diameter of 0.24"
 - e. Power over Ethernet (PoE and PoE+) compatible
 - f. Support 1 Gigabit applications over 90-meter permanent links with up to 10 meters of cordage
 - g. Meets all applicable standards and listings: ANSI/TIA-1096-A (formerly FCC Part 68), RoHS compliant, IEEE 802.3, PoE: IEEE 802.3at – 2012

3. High-flex copper patch cords for CAT6 UTP cable systems used inside Telecom Enclosures, Rooms and racks shall exhibit the following characteristics:
 - a. 28-gauge, unshielded, twisted pair, stranded conductor construction with a standard 8-position modular plug on both ends.
 - b. Plug contacts shall be plated with minimum of 50 micro-inches (μm) of gold
 - c. Slimline, integrated snag-less molded plug design with integrated strain relief, without incorporating the use of an secondary or 2-piece boot.
 - d. Ultra narrow, highly flexible cord for less congestion in higher density applications
 - e. Maximum Outer Diameter of 0.15", minimum bend radius 0.60"
 - f. Power over Ethernet (PoE and PoE+) compatible
 - g. Support 1 Gigabit applications over 90-meter permanent links with up to 6 meters of cordage
 - h. Meets all applicable standards and listings: ANSI/TIA-1096-A (formerly FCC Part 68), RoHS compliant, IEEE 802.3, PoE: IEEE 802.3at – 2012
 - i. To be used at patch panel end of any CAT6 permanent link.

4. Provide and install only factory-assembled patch cords of the same or better Category rating of the permanent link cabling system, in quantities as described in Part 3 of this Specification.

5. For color scheme of cabling, jacks, and patch cords, see section 27 00 00 3.4 D.

Approved Products:

Leviton Slimline Atlas-X1 CAT6A Component-rated Patch Cord, # 6AS10-xx*
 Leviton Plenum-rated CAT6A Component-rated Patch Cord, # UAPPP-xx*
 Leviton eXtreme CAT6/6A Shielded Patch Cord, # 6210G-xx*
 Leviton High Flex 1G HD6 Patch Cord, for CAT6 systems, # 6H460-xx*

Where:

xx = Length, in Feet.

* = one of 13 colors. (W)=White, (Y)=Yellow, (L)=Blue, (R)= Red, (G)=Green, (S)=Slate Grey, (E)=Black

2.6 BACKBONE CABLING SYSTEMS

A. GENERAL

1. Copper cables allowed for use in the backbone include: 4-pair 100-ohm unshielded twisted-pair 100% annealed-copper solid-conductor cables, 100-ohm UTP multi-pair copper cables. Fiber optic backbone cables shall be 9 μm low-water peak singlemode optical fiber

cables compliant with ITU-T G.652D (i.e. OS2). The cable shall support voice, data, and multimedia applications. The bending radius and pulling strength requirements of all backbone cables shall be observed during handling and installation.

B. VOICE COPPER BACKBONE CABLE

1. Power-Sum Multi-Pair Category 5e cable, 24 AWG solid-copper conductors in 25-pair binder groups to support 10BASE-T, 100BASE-T, 1000GBASE-T and Analog Voice or Digital Data communications from 16Mhz-100Mhz.
2. Copper backbone cables shall be terminated onto a rack-mounted modular RJ45-style patch panel.
3. Terminate Category 5e cables onto Category 5e patch panels at 1 pair per port, with the last of the 25-pair cable coiled (full length) for future use. Use black outlet colors on patch panel for Category 5e connectivity.
4. At MPOE, 25-pair backbone copper cable will be terminated onto a lightning protector block with 110 punch block for cross connect.

Approved Products:

Leviton 24-port 110 punchdown patch panel, #5G596-U24
Berk-Tek # 10059632, CAT5e 25-pr CMP, Gray.
Berk-Tek # 10061456, CAT5e 25-pr CMR, Gray
Circa 25-pair Lightning Protection panel, 110 style #1880ECA1-25 25025-110-M110C
Circa Gas Protection Modules #3B1E 175-3C1EW-NL

C. OPTICAL FIBER CABLE

1. SINGLEMODE Optical Fiber

- a. Optical fiber cables run shall be low-water-peak Singlemode (OS2), and meet all of the requirements delineated within the specifications of ANSI/TIA-568 and ANSI/TIA-492.AAAC-B.
- b. Indoor fiber optic cable shall be minimum 12 strands, tight buffered, and individual fiber strands shall be 900 micron jacketed.
- c. Outdoor or indoor/outdoor fiber optic cable used for building-to-building interconnections shall be minimum 24 strands, loose tube construction with 250 micron unjacketed fiber strands in a 12-strand buffer tube.
- d. Cables are typically OFNR rated for in-conduit applications, but must always be constructed of materials and rated appropriate for the environment in which it is installed (Indoor, Indoor/Outdoor, Outside Plant (OSP), OFNP or OFNR, OFCP or OFCR). In-slab conduits are considered a "wet environment" and require OSP or Indoor/Outdoor rating. Cables running at least a portion of the length through an open-air plenum or air handling space must be OFNP or OFCP (plenum) rated. Contractor is solely responsible for installation of the correctly-rated cable in the appropriate environment, as required by the AHJ or local ordinance
- e. Loose tube fibers shall utilize a fan-out kit to fit 250 micron fibers into a 900 micron protective sheath when terminating. Loose Tube cables are generally expected for outdoor environments.

Approved Products:

Corning 24 Strand SMFO Altos All-Dielectric OSP cable, 024EU4-T4701D20
Corning 36 Strand SMFO Altos All-Dielectric OSP cable, 036EU4-T4701D20
Corning 12 Strand SMFO Riser Rated MIC cable, 012E81-33131-24
Corning 12 Strand SMFO Plenum Rated MIC cable, 012E88-33131-29

Leviton 12-fiber, 36" Fan-out Kit, # 49887-12L
Corning 25" Fan-out Kit, #FAN-BT25-12

D. FIBER OPTIC ENCLOSURES, PANELS AND TRAYS

1. All Fiber enclosures shall provide cross connect, inter connect, and splicing capabilities and contain cable management for supporting and routing the fiber cables/jumpers.
2. Fiber Adapter panel openings shall accept Fiber Adapter Plates (bulkheads), Splice Modules, and plug-n-play MTP modules/cassettes or any combination thereof.
3. All Fiber enclosures, panels and trays (units) shall provide cross-connect, inter-connect, and splicing capabilities and contain cable management for supporting and routing the fiber cables/jumpers.
4. Fiber enclosures shall exhibit the following characteristics:
 - a. Fiber enclosure shall be available in 1RU, 2RU or 4RU versions to accommodate fiber adapter plates, MTP Modules, and/or termination and splicing of fiber as needed
 - b. Enclosure shall inherently accept a 1-panel integrated splice cassette.
 - c. Enclosures shall have a sliding tray which can be removed completely from enclosure (from front or rear) to facilitate field terminations and splicing. Sliding tray glides forward and backward providing accessibility to front and rear bulkhead after installation.
 - d. Patch cord bend radius guides minimize macro bending.
 - e. Fiber Jumper saddles pivot for improved patch cord routing and organization
 - f. Fiber cable management shall allow for routing, storage, and protection of patch cords, tight-buffer fiber, and backbone cables.

Approved Products:

Corning Closet Connector housing, 1RU, # CCH-01U
Corning Closet Connector housing 2RU, #CCH-02U
Corning 24/48 Wall Mount Enclosure, 4RU, #WCH-04P
Corning Single panel housing, # SPH-01P

E. FIBER TERMINATION PRODUCTS

1. FIBER OPTIC SPLICE CASSETTES AND MODULES

- a. Use of fusion splice cassette assemblies shall be the standard means of terminating fiber optic cables at the enclosure.
- b. Fiber Optic Splices shall be done using fusion splice equipment. Mechanical splices are not permitted.
- c. Splice cassettes shall be offered in 12- or 24-fiber LC configurations in OS2 fiber type.
- d. Splice cassettes shall be pre-loaded and routed with respective 3-meter, color-coded pigtail assembly.
- e. Individual OS2 pigtails shall have maximum insertion loss of 0.3 dB. Return Loss shall be greater than 55 dB.
- f. Individual compartments shall provide slack storage and bend radius protection for incoming backbone fibers, 900 μ m tight-buffer fibers, and fusion-spliced fibers.
- g. OSP Splice closures shall be utilized as necessary, shown or directed.

Approved Products:

Corning 12F LC Duplex SMFO Pigtailed Cassette, #CCH-CS12-A9-P00RE
Corning 24F LC Duplex SMFO Pigtailed Cassette, #CCH-CS24-A9-P00RE
Corning Pigtailed CCH Adapter panel Duplex, UPC, 12 F, Single-mode (OS2),

CCH-CP12-A9-P03RH
Commscope/TE OSP Splice Case FOSC 450 D, # FOSC450-D6-6-6-NT-0-DOV
Commscope/TE FOSC 450 D Splice Tray 72f, #FOSC-ACC-D-Tray-72

2. FIBER JUMPERS AND ARRAY CORDS

- a. Fiber optic LC-LC patch cords, or jumpers, will make LC connections from the rack termination points to the equipment. The jumpers will meet the following requirements:
 - 1) Factory-manufactured using Singlemode OS2 optical fiber. Field terminations on fiber jumpers are not acceptable.
 - 2) Shall utilize A-B polarity.
 - 3) Exhibit <0.35 dB insertion loss and -50 dB return loss.
 - 4) Durable to withstand >500 matings
 - 5) Shall be available in standard lengths of 1, 2, 3, 5 and 10 meters and custom-orderable up to any length of feet or meters
 - 6) Provide factory assembled patch cords meeting or exceeding all criteria specified in the horizontal cabling standard
 - 7) Verify lengths, quantities and configuration with District IT prior to delivery.

Approved Products:

Leviton Economy series patch cord, LC-LC, SM, Yellow, xx meter, #UPDLC-Sxx
Corning or equal

Where:

xx = 01, 02, 03, 05, 10

2.7 FRAMES, RACKS AND CABINETS

A. FLOOR-MOUNTED 4-POST CABINETS

1. 84" (2130mm) High, 39" (990mm) Deep, 27" (700mm) Wide. 45RMU height, with EIA/ECA-310-E universal 5/8" (16mm), 5/8" (16mm), 1/2" (13mm) hole pattern. Permanently stamped rack mount unit (RMU) markings and (50) #12-24 mounting screws included.
2. Load Rating: 2000 lb. (907kg) capacity, evenly distributed along rack height.
3. Include fan kit and vertical wire managers with each cabinet

Approved Products:

Chatsworth Megaframe Cabinet, t# M1040-732
Chatsworth Megaframe Fan Kit, # 12480-701
Chatsworth Vertical Wire Management, Megaframe X2, # 13171-700

B. WALL-MOUNTED CABINETS

1. Horizontal Mount Wall Cabinet
 - a. 18RU usable space in 36" tall, 30" depth, 24" wide wall cabinet, 19" hole pattern, locking Plexiglass door.
 - b. Enclosure construction: steel.
 - c. Mounts to wall as left hinged or right hinged opening with Heavy duty, field reversible hinge and lock system.
 - d. Rear section can easily be separated from the cabinet for simple installation onto a wall and rear sections feature removable plates with either multiple knockouts for conduit or bushing installation, or a high-density foam gland plate for ease of installing

- pre-terminated patch panels.
- e. Fully adjustable EIA/ECA-310-E compliant mounting rail system with #12-24 tapped rails. UL listed to the UL60950
- f. 36" (914mm) high cabinets rated for 200 lb (91kg) load.
- g. Include 115 VAC, 100 CFM fan kit with each cabinet.

2. Vertical Mount Wall Cabinet

- a. 4RU usable space in Low profile cabinet to be 36"H x 26" W x 8.5" D.
- b. Rated for 100 lb load
- c. Enclosure construction: steel.
- d. Include fan kit with each cabinet.

Approved Products:

- Chatsworth Cube-it plus 36"H X30"D, # 12419-736
- Chatsworth Cube-it plus Fan Kit, # 12804-701
- Chatsworth ThinLine II 36"H X 26"W X 8.5"D, # 13050-722
- Chatsworth ThinLine II Fan Kit, # 13051-001

C. HORIZONTAL WIRE MANAGERS

1. Provide 2RU duct-style horizontal wire managers above and below or between every 2RU of flat patch panel, as space allows.
 - a. Cable managers shall be flat, covered duct style with front and rear channels.
 - b. Do not coil or wind patch cords inside wire managers.
 - c. Use recessed flat wire manager as needed within enclosed cabinets to route patch cords to opposite sides, where the rings of the flat wire managers would interfere with cabinet door closure.

Approved Products:

- Leviton Horizontal Wire Manager, Black, 2RU, 492RU-HFR
- Leviton Horizontal Wire Manager, Black, 1RU, 491RU-HFR
- Leviton Recessed Flat Horizontal manager, 1RU, # 49253-RCM

2.8 CABLE SUPPORTS

A. J-HOOKS

1. All cable shall be supported above ceiling on dedicated cable support hardware.
2. Cable saddles and J-hooks shall be used where cable tray or wire basket is not available. These must be supported on their own ceiling wires, threaded rod, or affixed to building structure by use of beam clamps (on metal beams) or wood screws (on wood beams). Affixing communication cable supports to existing ceiling support wires is not allowed.

Approved Products:

- B-Line Cable Hook, BCHxx
- B-Line Cable Hook, Cable to Beam Fastener, BCHxx-C2
- B-Line Cable Hook, Cable to Fastener, 2", BCHxx-C442
- B-Line Cable Hook, Cable to Rod Fastener, 2", BCHxx-W2

Where:

xx = 21 (1.25"), 32 (2"), or 64 (4")

B. JACK/OUTLET BRACKETS

1. Above-ceiling cable termination locations shall be either wall-mounted or suspended from structure above the drop ceiling. Cables or terminations shall not rest on ceiling grid or equipment above ceiling grid.
2. For Wireless access Points and other above-ceiling-mounted communications devices, cables shall land in an above-ceiling bracket which is affixed to dedicated cable support hardware.
3. Two Category-rated jacks may be installed in each above-ceiling bracket. Each above-ceiling bracket will hold a 2-port Surface-Mount Box or 1-U MOS SMB for multimedia applications.
4. For wall-mounted device locations (above or below ceiling), devices needing to be mounted directly to a backbox will utilize the in-wall mounting bracket to secure the jack inside the backbox.
5. One Category-rated jack can be installed in each in-wall backbox jack mounting bracket. For devices requiring (2) Category-rated jacks, (2) in-wall brackets must be used.

Approved Products:

Leviton QuickPort In-Ceiling Bracket, rod/wire hanger, 49223-CBC
 Leviton QuickPort In-Ceiling Bracket, accepts beam and screw mounts, 49223-CB0
 Leviton QuickPort In-Wall Bracket, 49223-BA5 (pack of 5)

C. CABLE TRAY

1. In Telecom Rooms, cable tray (ladder runway) shall be installed to support all cable running to racks and cabinets.
2. Cable tray to be added to all Telecom Rooms in places where cable is run horizontally.
3. Cable tray shall be aluminum, with 9" rung spacing. Rungs can be removed or repositioned to accommodate specific project or building requirements.
4. Cable shall be combed and bundled in all exposed runs outside walls, in TR/TE, and inside cabinets and wire managers.
5. All appropriate cable tray support hardware including angle brackets, rack-to-runway brackets, wall-to-runway brackets, elevation kits, junction splices, butt splices, and grounding jumpers shall be used for a complete and professional installation.

Approved Products:

Chatsworth, 12" Universal Cable Runway Black, #10250-712
 Chatsworth, Wall Angle Black, # 11421-712
 Chatsworth, Cable Runway Elevation Kit cabinet 2"-3", # 10506-712
 Chatsworth, Junction Splice, # 11302-701
 Chatsworth, Butt Splice, # 11301-701
 Chatsworth, End Caps, # 10642-001
 Chatsworth, Adjustable Junction Splice, # 10616-701
 Chatsworth, Vertical Wall Brackets, # 10608-001
 Chatsworth, Foot Kit, # 11309-001
 Any equivalent, associated mounting hardware and metals from B-Line

2.9 POWER DISTRIBUTION UNITS (PDU)

- A. Provide (1) PDU per rack or wall cabinet. Unswitched, non-surge suppressed. 19" Horizontal for wall cabinets and 48" Vertical for floor-mounted cabinets.
- B. Utilize plug and receptacle style appropriate for installation circuits and equipment interfaces.

Approved Products

Leviton Horizontal PDU, 19", 15A P1000 series, 5-15P straight-blade plug, # P1022-12L
Leviton Vertical PDU, 48" P1000 series, 5-20P straight-blade plug, # P1043-10S

2.10 FIRESTOPPING

- A. Fire rated pathway devices shall be the preferred product and shall be installed in all locations where frequent cable moves, add-ons and changes will occur. Such devices shall:
 - 1. Meet the hourly rating of the floor or wall penetrated.
 - 2. Permit the allowable cable load to range from 0% to 100% visual fill thereby eliminating the need to calculate allowable fill ratios.
 - 3. Permit multiple devices to be ganged together to increase overall cable capacity.
 - 4. Allow for retrofit to install around existing cables.
 - 5. Include an optional means to lengthen the device to facilitate installation in thicker barriers without degrading fire or smoke sealing properties or inhibiting ability of device to permit cable moves, add-ons, or changes
 - 6. Not require any additional action on the part of the installer to open or close the pathway device or activate the internal smoke and fire seal, such as, but not limited to:
 - a. Opening or closing of doors.
 - b. Twisting an inner liner.
 - c. Removal or replacement of any material such as sealant, caulk, putty, pillows, bags, foam plugs, foam blocks, or any other material.
 - 7. Where single cables (up to 0.27 in. (7 mm) diameter) penetrate gypsum board/stud wall assemblies, a fire-rated cable grommet may be substituted. Acceptable products shall be molded from plenum-grade polymer and conform to the outer diameter of the cable forming a tight seal for fire and smoke. Additionally, acceptable products shall lock into the barrier to secure cable penetration.
 - 8. Cable trays shall terminate at each barrier and resume on the opposite side such that cables pass independently through fire-rated pathway devices. Cable tray shall be rigidly supported independent from fire-rated pathway devices on each side of barrier.

Approved Products

Specified Technologies, Inc. EZ-PATH series 22, 33 and 44+ fire-rated pathway devices
Specified Technologies, Inc. EZ-FIRESTOP GROMMET

2.11 LABELING:

- A. Cables
 - 1. Horizontal and backbone cables shall be labeled at each end according to District IT labeling standards (see below). The cable or its label shall be marked with its identifier.

2. Cable labels shall be machine-generated wrap-around labels with multiple cable ID's printed such that it can be viewable in place without turning the cable.
 3. Label cables within 6" of termination point at both ends.
- B. Faceplates
1. A unique location identifier shall be marked on each faceplate to identify its location in the cable plant.
 2. Each port in the faceplate shall be labeled with its own unique identifier with machine-generated labels. No handwritten markings shall identify the location.
- C. Racks, Panels, Blocks
1. A unique identifier shall be marked on each piece of connecting hardware to identify it as connecting hardware.
 2. Each port on the connecting hardware shall be labeled with its own identifier to match the other end of the cable.

Approved Products

Brother Labelers and P-Touch. TZ Polyester labels.

Use clear tape with black lettering on ivory or stainless steel faceplates (3/8")

Use white (or clear) tape with black letters on white faceplates and surfaces (3/8")

Use black tape with white letters on black surfaces (as appropriate)

Use Flexible ID, white tape with black letters on cables (1"), with several lines of repeating cable ID's for any-angle viewing

PART 3 - EXECUTION

3.1 ADDITIONAL INFORMATION

A. Refer to Section 27 00 00 for the following Part 3 - Execution information

1. General
2. Cable Pathways
3. Work Area Outlets
4. Installation Practices
5. Labeling
6. Firestopping
7. Sealing of Penetrations and Openings
8. Cable Supports
9. Cable Protection
10. Grounding
11. Documentation
12. Training
13. Cleaning
14. Project Closeout

3.2 CABLE HANDLING / CABLE MANAGEMENT

A. Proper cable handling is critical to maintaining the design integrity of high-performance cabling. Cable handling recommendations include:

1. Cable must be conditioned above 32 degrees F for 48 hours prior to installation.
2. Do not use excessive force when pulling cable. The maximum pull-force guideline for a 4-pair horizontal UTP should not exceed 110N (25lbf). Meeting this guideline avoids stretching conductors during installation and the associated transmission degradation.
3. The minimum bend radius for UTP should not exceed 4 times the cable outside diameter (O.D.) The O.D. of Cat 6A 100 ohm, balanced UTP cable is .30 in. (4 x .3 = 1.2 in. bend radius).
4. The minimum bend radius for fiber should not exceed 10x the cable outside diameter.
5. Traditional bundling of Category 6 and 6A cabling for a combed appearance is required in all exposed locations.
6. In TR, use appropriate horizontal cable management for patch cords on front of patch panels. Also, use appropriate cable management bar(s) for support of terminated horizontal cable.
7. Do not use vinyl or plastic cable ties due to the potential for over-cinching of cable bundles which can alter the cable geometry and degrade the system cabling performance. Use only hook and loop ("Velcro") fasteners for bundling of horizontal cables.
8. Store cable slack in an extended loop configuration to alleviate cable stress. Excessive category-rated cable slack in bundled loops or traditional 'service loops' to provide additional cable length in TR has been shown to degrade cabling performance and are not recommended.

3.3 SEPARATION OF DATA AND POWER CABLING

- A. Design cable pathways to avoid potential sources of EMI. Avoid installing cable near sources of EMI (X-ray equipment, large motors/generators, electrical power cabling and transformers, Radio frequency (RF) sources and transmitters, lighting, copiers, etc.).
- B. Physically separate power & data cabling according to relevant code and standard requirements when run in a common pathway.
 - 1. Never run data and Class 1 power cabling in parallel closer than 2".
 - 2. Avoid crossing cables if possible. If necessary, always cross cables at 90 degrees.
 - 3. Maintain a minimum of 5 in. separation between data cable and all ballast controlled lighting.
- C. Minimum separation distances of telecommunications cabling from potential sources of EMI exceeding 5kVA:
 - 1. 24" away from Unshielded power lines or electrical equipment in proximity to open or nonmetal pathways
 - 2. 12" away from Unshielded power lines or electrical equipment in proximity to a grounded metal conduit pathway
 - 3. 6" away from Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a grounded metal conduit pathway
 - 4. 47" away from Electrical motors and transformers

3.4 INSTALLATION OF STRUCTURED CABLING SYSTEM

A. PRE-INSTALLATION CONFERENCE

- 1. Schedule a conference a minimum of five calendar days prior to beginning work of this section.
- 2. Agenda: Clarify questions related to work to be performed, scheduling, coordination, etc.
- 3. Attendance: Communications system installer, General Contractor, District ITs Representatives and any additional parties affected by work of this section. District IT's Information Technology must be represented at a preconference meeting prior to scheduling of any work.
- 4. Copy of Leviton warranty application will be provided by Contractor.
- 5. Pre-Installation conference may be waived only by District IT.

B. WARRANTY

- 1. A lifetime performance warranty covering all components, equipment and workmanship shall be submitted in writing with system documentation. The warranty period shall begin on the system's first use by the District IT.
- 2. The project must be pre-registered with Leviton by the installation contractor before installation has begun, and shall be concluded by contractor with uploading of test results to Leviton and a full project closeout. Warranty paperwork will be delivered directly from

Leviton to the District IT.

3. Should the cabling system fail to perform within its expected operation within this warranty period due to inferior or faulty material and/or workmanship, the Contractor shall promptly make all required corrections without cost to District IT.

C. DRAWINGS AND SPECIFICATIONS

1. The Contract drawings and specifications form an integral part of the contract documents. Neither the drawings nor the specifications shall be used alone. Drawings are generally diagrammatic and are intended to indicate the scope and general arrangement of work. Work omitted from the drawings but mentioned or reasonably implied in the specifications, or vice versa, shall be considered as properly and sufficiently specified and shall be provided. Misinterpretation of any requirements on drawings, or specifications shall not relieve the Contractor of his or her responsibility of properly completing the Contract.
2. The District IT's Project Manager has the option of changing the location of Electrical and Communication outlets to within 3 meters of designed location prior to rough-in stage at no extra cost to District IT. District IT and District IT's Representative requests a chalk/rough-in walk prior to installation to verify locations.
3. The Contractor is responsible to take field measurements where equipment and material dimensions are dependent upon building dimensions and to coordinate and provide a chalk/rough-in walk prior to installation to verify locations.
4. The Contractor shall coordinate with General, Mechanical and Electrical trades as well as Furniture Layout Designer for final workstation outlet locations.
5. Where conflict exists between drawings and specifications the Contractor shall, make allowance for provision of the component, system, or installation process in a manner which will provide the highest monetary cost components, systems, or installation process. Contractor shall inform the District IT's Project Managers of the conflict and obtain approvals prior taking corrective measures.

D. DISTRICT IT REQUIREMENTS AND STANDARDS

1. Two (2) CAT6 UTP cables and jacks shall be installed in all standard work area outlet locations on a 2-port ivory flush mounted faceplate, including employee offices, utility services, and other common telecommunications locations.
2. One (1) CAT6 UTP cable and jack shall be installed in all student station locations.
3. One (1) CAT6 UTP cable and jack shall be installed for every 20 student locations, for the use of a printer.
4. Two (2) CAT6A UTP cables and jacks shall be installed at all Wireless Access Point locations.
5. One (1) CAT6 UTP cable for each security camera location.
6. AV / Multimedia locations require CAT6 shielded cables and jacks, but may require fewer or more cables. Refer to drawings or contractor instructions for specific details.
7. Wallphone outlet locations require a single CAT6 cable and jack on a stainless steel studded wallplate. Other locations may require more cables and jack outlets. Refer to

drawings for specific details.

8. Data and voice jacks shall be universally interoperable, and Ivory in color. All termination wiring shall be T568B.

	Cable	Jack	IDF cord	Workstation Area cord
CAT6	Blue	Ivory	Blue	Gray
CAT6 Shielded	White	Blue	Blue	White
CAT6A	Yellow	Yellow	Blue	Yellow

9. A minimum of 1 spare 4" inch fire rated pathway device must be present in each IDF. When spare device reaches 50% capacity, a new device must be installed. Sleeves for penetration of walls and floors shall be fire-stopped as per code. Contractor is to provide additional sleeves if the rooms do not meet or exceed minimum requirements.
10. The building shall have at least a 25pr copper feed from the city (or campus). The MPOE shall have a lightning protector block (with 110 punches for termination) for all copper feeds into the building. If the MPOE is not a separate room from the MDF, then there shall be a CAT 3 25pr cable fed directly from the protector block into the CPI cabinet and terminated on a 24 port RJ45 style patch panel, with the last pair unterminated (spare).
11. If there is an IDF in addition to the MDF, then there shall be a CAT 3 25pr cable ran between them. It shall be terminated in the CPI cabinet on a 24 port RJ45 style patch panel at each end, with the last pair unterminated (spare).
12. If the MPOE is separate from the MDF, then the fiber shall be extended to the MDF and terminated in the CPI cabinet.
13. If there is an IDF in addition to the MDF, then there shall be a 12 strand single mode fiber ran between them. It shall be terminated in each CPI cabinet.
14. DEFINITIONS: MPOE (Minimum Point of Entry); MDF (Main Distribution Frame); IDF (Intermediate Distribution Frame)

E. PATHWAYS AND TOPOLOGY

1. Utilize "thin film" lubricants only! It has been shown that cable-pilling lubricants will affect your testing as the cable needs several weeks to dry before attenuation levels recover. Use of incorrect cable lubricants will erode cable jacket and void cable warranty.
2. All cable and wire shall be concealed in conduits, floor ducts, paneling, ceiling or similar areas except at mutually agreed upon areas.
3. Fill capacity in conduit, modular furniture and other horizontal pathways should not exceed 40%. A maximum of 60 % pathway fill is allowed to accommodate unplanned additions after initial installation. The Cat 6A cable is a larger O.D. (0.275" for CAT6A vs. .23" for Cat6). The increased diameter of Cat 6A cable will require appropriate design considerations when sizing conduit and other pathways. In most installations, conduit sizes may need to be increased in order to accommodate all of the cables being installed. This will impact the design and material selection of the project. To calculate the fill ratio, divide the sum of the cross-sectional area of all cables, by the most restricted cross-sectional area of the pathway.
4. Fill ratios for CAT6A cable requires 1" EMT for 4 cables and sized larger for additional

cables as required to maintain a 60% fill ratio.

5. Flat-rung and/or solid bottom cable tray shall be utilized for large, high-density installations. J-hooks and other specific cable support hardware shall be used at all locations outside of cable tray.
6. Pathway design should not exceed (2) 90 degree bends between pull points or pull boxes (PB). If more than (2) 90 degree bends are required, install a pull box between bends.
7. Provide NEC-sized pullboxes for any run greater than 100 feet, or with more than two ninety-degree bends.
8. J-hooks should be randomly spaced 60" or less. Do not exceed J-hook capacity for size and weight limitations. Use J-hooks in all areas to keep cable supported away from ceiling, ductwork and other above-ceiling equipment.
9. Land wireless access cabling above ceiling, secured onto in-ceiling bracket. A slack loop in the horizontal cabling is not required. Utilize varying-length patch cords when installing wireless access point devices for flexibility in length.
10. Crimp-on plugs at wireless access points are not allowed. Terminate all WAP cabling onto jacks and ceiling-mount brackets and test all cables as appropriate.
11. Mixing of various Category cables in the same pathway is allowed as long as the applications are appropriate for each category of cable used.
12. Prior to placing any cable pathways or cable, the contractor shall survey the site to determine job conditions will not impose any obstructions that would interfere with the safe and satisfactory placement of the cables. The arrangements to remove any obstructions with the Project Manager need to be determined at that time.
13. Maintain a distance of at least 12 inches from all power conduits and cables, and 6 inches from all fluorescent lighting fixtures. Do not install power feeders 100 amps or greater above or within 5 feet of telecommunications backboard. Do not install telecommunications conduits above power panels or switchboards.
14. The backbone subsystem shall include cable installed in a vertical manner between floor telecommunications room/closets (TCs or IDFs) and the main or intermediate cross-connect in a multi-story building and cable installed horizontally between telecommunications room/closets and the main or intermediate cross-connect in a long single story building.
15. Unless otherwise allowed by the District IT, all fiber cables will be encased in interlocking armor. All fibers will be terminated in the Telecom Rooms or Cabinets in rack-mounted enclosures equipped with sufficient ports to allow for growth, slack storage space and splice trays if required to terminate and secure all fibers.
16. Adequate riser sleeve/slot space shall be available with the ability to ingress the area at a later date in all Telecommunications rooms/closets, such that no drilling of additional sleeves/slots is necessary. Sleeves and firestopping devices will need to be provided and installed under the scope of this Project.
17. The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each telecommunications room/closet. An intermediate cross-connect may be present between the main cross-connect and the horizontal cross-connect.

18. For voice or data applications, 4 pair UTP or fiber optic cables shall be run using a star topology from the telecommunications room/closet serving that floor to every individual information outlet.
19. Backbone and Horizontal pathways shall be installed or selected such that the minimum bend radius is maintained both during and after installation.
20. All horizontal pathways shall be designed, installed and grounded to meet applicable local and national building and electrical codes.
21. Install $\frac{3}{4}$ " x 4' x 8' fire-rated plywood across two walls in telecom rooms, from 6" AFF to 8'-6" AFF. Coat with 2 coats of white paint. Do not paint over fire rating stamp.
22. Contractor shall firestop all used pathways which enter or leave the telecom rooms via conduit, cable tray or slot. Contractor is responsible for installing sleeves at each wall or partition penetration, and firestopping all fire-rated penetrations. Appropriate fill ratios must be followed when penetrating fire-rated walls. Intumescent caulk shall be applied around the outside of each sleeve, and intumescent putty inside the sleeve or conduits around the cables for existing sleeve penetrations. Firestop pathway devices will be used for all new penetrations except as allowed by District.
23. Do not run fiber cables in conduits which are less than 2" in diameter.
24. Abandoned cable shall be removed from pathways (i.e., from tunnels, manholes, plenum spaces, and conduit) under scope of this project. Previously unknown or unidentified cable which is apparently abandoned prior to work shall be brought to the attention of the District IT for authorization prior to removal.

F. GROUNDING:

1. Refer to section 27 05 26 for specifications on Grounding and Bonding.
2. All grounding (earthing) and bonding shall be done to applicable codes, standards and regulations.
3. All shielded and armored cables shall be bonded to a telecom grounding system via shielded patch panels at the rack locations and/or connections to the Telecommunications Grounding Busbar. Shielded Category-rated connectors must be properly installed to maintain electrical ground conductivity along entire length of cable and at both ends of the cable. UTP connectors shall not be used on shielded cables at either end.
4. Shielded Patch cords shall be provided for use and employed at each outlet utilizing shielded cable. Shielded patch cords can be identified by their white color and metallic RJ45 plug. Shielded patch cords are required at the patch panels.
5. Telecom Contractor shall bond and ground all telecom room metals. Telecom Contractor shall provide and install TIA-rated Telecommunications Grounding Busbar (TGB) at all MDF and IDF locations, and an in-cabinet grounding busbar at each remote wall-mounted cabinet or telecom enclosure. All ground lugs shall be 2-hole make-up.
6. Electrician will provide connection between TGB and building ground; Telecom contractor (if separate, otherwise electrician) will provide a busbar and ground all equipment and telecom metals to the busbar.
7. Telecom installer will ground and bond all armored and/or shielded cables, racks, cabinets,

cable tray, ladder racking, and shielded panels to telecom grounding busbar.

G. CABLES AND TERMINATIONS:

1. Check plans and symbology for final determination of faceplate constitution or consult with District IT prior to bid.
2. Install cables at drop locations and in quantities indicated on the drawings. Do not exceed manufacturers' recommendations for maximum allowable pulling tension, side wall pressure or minimum bending radius. Use pulling compound as recommended by cabling manufacturer.
3. All horizontal cables, regardless of media type, shall not exceed 90 m (295 ft) from the telecommunications outlets in the work area to the horizontal cross connect.
4. The combined length of jumpers, or patch cords and equipment cables in the telecommunications room/closet and the work area shall not exceed 10m (33 ft).
5. The Contractor shall observe the bending radius and pulling strength requirements of the 4 pair UTP and fiber optic cable during handling and installation.
6. No run of UTP cable between horizontal portions of the cross-connect in the telecommunication closet and the information outlet shall contain splices.
7. In a false ceiling environment, a minimum of 3 inches (75 mm) shall be observed between the cable supports and the false ceiling. Minimum 6" is preferred.
8. J-hooks shall be provided for all suspended cable, at a semi-irregular spacing not to exceed 5 feet between supports. Cables shall be supported by dedicated low-voltage cable support hardware. Support of cables or hanging hardware by means of supports or surfaces related to other trades or applications is not allowed.
9. Provide a full-size service loop (at least once around the inside edge of the box) in each J-box in the communications system.
10. Install all cable in plenum spaces with J-hooks of at least 1" in width to disperse the weight on the bottom cables. Homerun all cable to nearest TR Cabinet.
11. Comply with ANSI/TIA-569 for conduit and splice box sizing.
12. Install modular jacks at all outlets shown; one data jack for each data cable at each faceplate or termination point. Install cables and modular jacks as indicated on the drawings. Do not "split pairs" between different jacks.
13. Terminate cables at each jack location and at termination board or patch panel. Follow industry guidelines and manufacturers' recommendations and procedures as required. All termination hardware shall be rated to exceed their associated Category rating as specified above.
14. For enclosed ceiling WAP locations, install and terminate CAT6A cables to approximate location as shown on plans. For open-ceiling environments, secure cables and surface-mount boxes to nearest appropriate support structure.
15. For in-ceiling WAP locations, secure jacks inside a surface-mount block mounted to in-ceiling metal assembly, and provide a 5' patch cord or longer, as needed, to connect device

to its final determined location in ceiling.

16. For wall-mounted device locations, utilize an in-wall bracket in lieu of faceplate as described above. Secure mounting bracket and device hardware directly over backbox. Connect device with 1' CAT6A cord (WAP), or 1' high-flex CAT6 patch cord for other CAT6-based devices. Coil patch cord inside backbox.
17. Label and identify each outlet and cable for data circuits. Label at outlet end and at termination board or patch panel with matching designations.
18. Provide data outlets in surface raceway at 26" on center unless otherwise indicated.
19. Extreme care must be taken not to nick any of the copper conductors when removing jacket. Use rip cord to expose pairs for termination onto Insulation Displacement Contacts. You can also use a precision stripper that allows the technician to set the depth of the blade.
20. Maintain twists as close as possible to the point of termination. Untwisting of copper pairs should not exceed ¼" to the termination point.
21. Manage the cable bundles in a symmetrical orientation. For example, in a 48-port patch panel, distribute 24 cables through the vertical cable management on the left rear side of the rack and 24 cables through the vertical cable management on the right rear side of the rack.
22. Do not dress cables in bundles larger than 24 cables. Multiple 24-cable bundles may be run in parallel with evenly-spaced Velcro cable ties in an orderly sequence.
23. For cable management on rear of patch panel, cable shall sweep into termination points and be supported by appropriate rear cable management.
24. Horizontal patch cord management is required on all installations which do not use angled patch panels.
25. Maintain cable bend radius 4X outer diameter (UTP only) when mounting faceplate onto EMT backbox, box-eliminators or furniture knock-outs.
26. Faceplates and SMBs shall be fully installed and labeled prior to testing.

E. ABOVE-CEILING AND WALL-MOUNTED WIRELESS ACCESS POINTS AND DEVICES

1. All WAP locations shall receive (2) Category 6A cables from the nearest TE or TR (IDF). Multimedia, security and other video devices shall receive CAT6A cables as shown on drawings, documents and details.
2. Clock/Speakers and other low-bandwidth mounted devices shall receive (1) CAT6 cable.
3. WAP, IP Camera and other communications cables shall terminate on patch panels in the TE/TR (IDF).
4. WAP cables shall terminate on Category 6A information outlets and shall be supported by an in-ceiling termination bracket. Affixing of a 2-port SMB to the bracket is recommended.
5. Surface Mount Block (SMB), jacks, and patch cords used in plenum spaces shall be plenum-rated.

6. SMB shall be mounted in the ceiling on a specially-designed clip attached to a cable support ceiling wire or threaded rod support per cable management section in Part 2. SMB shall not be tie wrapped to supports, or left on ceiling tiles or other equipment located above the ceiling.
7. Wall-mounted devices not requiring faceplates will be mounted directly to the backbox. Jacks will be secured inside backbox on a specially-designed in-wall bracket clip per cable management section in Part 2.
8. Contractor shall mount Access Point (AP) electronics to the drop-ceiling suspended T-grid system. (AP and mounting hardware provided by District IT). Contractor to provide and install (2) white Cat 6A patch cords (shielded or unshielded, as required to match cable system) from the overhead WAP outlets to the AP. Contractor shall neatly cut holes into the ceiling tile and finish the holes with grommets or other industry-standard finishing piece for a professional look. The District will address all other non-standard installations (wall mount, hard ceiling, etc).

F. FURNITURE CABLING

1. The contractor will pull all voice and data cables in advance of the installation of the modular furniture workstations, and coil at basefeed or above ceiling for power pole feeds. Upon furniture arrival, the contractor will feed the cables through power poles or base feed/wall connected data/telecom conduit, and terminate as specified on the floor plans.
2. Contractor to coordinate with Owner's furniture vendor for timing of the installation of systems furniture, and installation of electrical and voice/data cabling. Overtime may be required for this and other phases of the project work, and bids, plans and schedules must reflect actual work demands. Contractor shall consider all costs in their bids for installation.

G. TERMINAL BLOCKS AND PATCH PANELS:

1. Arrange all terminal blocks in a manner that allows natural wiring progression and minimizes crossing of wires.
2. Dress and comb all incoming cable bundles in groups of 24 cables each. Eliminate crossed cables and "divers".
3. Ground all shielded patch panels to telecom ground source via paint-piercing washers to a grounded rack, or via direct ground wire to telecom bus bar.

H. DATA AND TELCO ROOMS

1. The Data and Telco Rooms are a transition point between the backbone and horizontal distribution pathways. The rooms shall be able to contain data or telecommunications' equipment, cable terminations and associated cross-connection wiring. Closet spaces are not to be shared with electrical installations, other than those directly for telecommunications, video, security and information systems equipment. The rooms are not to be shared with other unrelated building service, for example plumbing, EMS, or FACP. Any conflicts with these specifications require the approval of the District IT's project manager.
2. Contractor shall submit a drawing of the IDF room showing layout of all components including necessary and required electrical outlets, conduits, environmental requirements and wire termination fields prior to start of the job. Any jack densities noted in these specifications are estimates only. The drawing will designate the most effective, scalable,

jack termination cabling design to facilitate data/telecom outlets shown on the lease exhibits. District IT's Project Managers must approve drawings prior to installation.

3. All racks, panels, and equipment finished shall be anchored to meet local seismic zone requirements and industry standards. The equipment racks are to be anchored to the concrete floors via "Unistrut or equal metal framing strut systems", threaded rod, concrete anchors, and/or concrete bolts washers.
 4. The overhead cable ladder system will provide a route for the Category 6 and 6A, and other communication cables while providing stability to the equipment racks.
 5. The vendor is responsible to provide and install the specified count of 19" EIA racks, Black, as required in the new IDFs or as expansion requirements dictate in existing telecom rooms. The vendor is responsible for submitting IDF layout drawings to District IT for approval prior to installation.
 6. The contractor shall provide high capacity horizontal and vertical cable manager channels are required in all data and equipment racks, and the racks will contain sufficient vertical and horizontal cable managers to facilitate the patch panel density and placement installed by the contractor.
 7. Contractor will install raceways, boxes, managers, and enclosures as indicated according to manufacturer's written instructions. Securely fasten each component to the surface to which it is mounted and remove burs and sharp edges from all cable tray.
 8. A minimum 12" ladder rack system is required and will be provided by the contractor and installed in the IDF to provide cable support to the rack system. This includes all of the required ladder rack support items such as rack to runway kits, wall angle brackets, ceiling supports, splices (junction and butt), radius drops and j-bolts. The final ladder rack layout will be included in the IDF layout drawing described above.
 9. Provide and install as needed in the IDF room 4' x 8" x 3/4" fire-rated plywood board and labeled with fire rating stamp facing into the room to accommodate rack ladder support, cabling support, grounding platform, data and voice equipment. Paint backboard white (leave stamp visible) to match existing backboard in room, if appropriate. Location of installation is to be determined with approval by District IT.
 10. If there are to be multiple IDF rooms in a building, a 25 pair copper CAT5e shall be terminated
- I. PATCH CORDS:
1. Contractor to provide fiber and copper patch cords in quantities as described below. Neatly install patch cords at WAP locations in lengths as appropriate, and provide all other patch cords to district in original packaging.
 2. Provide all remaining patch cords, and those as below, to District IT in original packaging.
 3. Use the following guidelines for project bid. Verify all lengths with District IT prior to purchase:
 - a. One (1) Blue CAT6 High-Flex patch cord per installed CAT6 UTP and Shielded jack in the Telecom room. Quantities and lengths to be determined by District IT.
 - b. One (1) Gray CAT6 10-foot patch cord per installed CAT6 UTP cable for use at workstation outlet.

- c. One (1) White CAT6 Shielded patch cord per installed cable, average length 5'.
 - d. One (1) 7-foot patch cord per installed cable, Gray color (Data Workstation Use)
 - e. One (1) 2-meter patch cord and one (1) 3-meter patch cord shall be supplied per installed duplex LC connector pair (one for either end).
4. All fiber patch cords and required workstation/equipment patch cords not installed shall be provided in hand to District IT's Representative prior to project closeout.

J. LABELING

- 1. Provide machine-generated labels appropriate for all components supplied and installed. Under no circumstances shall hand written labels be used as a final product.
- 2. The labeling scheme shall not include duplicates of existing cable identification.
- 3. Labeling procedure will meet TIA-568, TIA-606 (Class 2 Administration) and BICSI Standards.
- 4. The labeling scheme will be provided as follows at all locations within the cable infrastructure:
- 5. Labeling will be as follows:
 - a. Labeling standard is Room# - drop# (i.e. 128-10). Drop number starting in left corner of room beginning at main door, and moving clockwise around room. Drop numbers are sequential from room to room (i.e. 128-20, 129-21, etc.) and do not restart within the same floor or building.
 - b. Cable numbering to be determined by sequence: floor, closet #, drop number. Two drop locations to be labeled 1/2 and three plus drop locations to be labeled 1-3. Example: 1st floor closet # 1 would read: 1.1.1/2 or 1.1.1-3.

3.5 VERIFICATION OF IDF ENVIRONMENT

- A. All inspections which expose existing conditions not meeting District IT standards as described above must be reported to the District IT prior to installation. District IT may require additional work to bring existing site conditions up to Standard. Areas to explore shall include, but not be limited, to the following items.
- B. It is recommended to recess any existing or new fire sprinklers in the IDF to prevent accidental damage and associated risks.
- C. In the IDF room, a minimum of two (2) 30amp dedicated electrical outlets with L5-R30 receptacles to be installed @ top of rack height inside cabinet.
- D. Duplex convenience outlets shall be installed throughout the IDF and connected to a dedicated circuit breaker. Each dedicated electrical circuit shall be 20-amp, 110V, 60 HZ type. All outlets shall be labeled with panel and circuit information and shall be spaced every 6' at 18" AFF.
- E. All existing racks, cable tray, and metal structures shall be appropriately anchored and bonded to telecom ground and in sufficient size, quantity and configuration according to District IT's standards as described above.
- F. During installation, any penetration of fire wall shall be sealed with approved firestop material by the end of each working day; that is, fire walls shall not be left with a vulnerable point overnight.

3.6 TESTING

A. COPPER TESTING

1. Test all equipment and each outlet, horizontal cable, termination block, patch cords, etc. to verify compliance with requirements. Testing shall consist of attenuation and NEXT across all splices and devices installed in the field and shall meet latest requirements of EIA/TIA. Re-terminate any cable or connection found to be defective.
2. Tester is to be a Level IIIe device or better, and configured with the specific cable installed, and the Permanent Link test will be performed according to the Category's standard methodology. All parameters must exhibit a PASS test result prior to project completion. PASS*, FAIL* or FAIL test results will not be accepted.
3. Only a permanent link test for Category 6A will be required. If situations demand a "hybrid", "Mixed" or a standard "Channel" design, approval must be obtained for those specific circumstances prior to testing.

B. FIBER OPTIC TESTING

1. Each pre-terminated fiber strand shall be tested for continuity and attenuation with an Optical Power Meter and light source for actual length and splice/connector loss. Each field-terminated fiber strand (if any) shall be tested for attenuation with an Optical Power Meter and light source and with an Optical Time Domain Reflectometer (OTDR) for actual length and splice/connector loss.
2. Cable length shall be verified using sheath markings. The guidelines and procedures established for Tier 1 testing in TIA/TSB-140 shall apply.
3. All fiber optic cables shall be tested from the site's MDF to each fiber terminals located in the IDF.
4. The Contractor shall conduct a power meter (loss) test of each fiber optic station and riser cable at both wavelengths, 850/1300nm for MM and 1310/1550nm for SM, A to B, B to A, and OSPL (OSPL is defined as $L_a + L_b$). The results of OTDR testing to define the length of each riser cable shall be documented.
5. No individual station or riser fiber link segment (including connectors) shall measure more than 2.0 dB loss for LC, and 1.5dB loss for MTP. LC links shall be tested with LC jumpers from the LC cassette to the tester. MTP links shall be tested either with an MTP tester and array cord, or with an MTP-LC breakout harness and LC duplex fiber tester.
6. Tests shall be conducted using ANSI/TIA-526-14A, Method B. Test results evaluation for the panel to panel (backbone) shall be based on the values set forth in ANSI/TIA-568.
7. The Contractor shall provide an electronic printout for each strand tested with the Power Meter and the OTDR.
8. Where concatenated links are installed to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. After the link performance test has been successfully completed, each link shall be concatenated and tested. The test method shall be the same used for the test described above. The evaluation criteria shall be established between the District IT and the Contractor prior to the start of the test.

9. All installed cables must meet or exceed the defined standards for performance. The Contractor shall take all steps and all expense necessary to clean, repair or replace any link not meeting the standard.

C. TEST RESULTS

1. Repair and resolve any shortcomings in the test results. Mitigation efforts may require re-termination or replacement of the jack, outlet or cable. Repairs or attempts to resolve test failures will be completed solely at the expense of the Contractor.
2. Provide test results to Manufacturer and District IT representative in PDF and native Tester format. Upon request, provide a copy of the tester software and license, if needed, at no charge to District IT representative.
3. Include PDF of full test results, summary index in electronic format on CD or memory stick in the O&M package upon project completion.
4. Cabling systems shall meet or exceed the electrical and transmission characteristics of the systems specified and their associated guarantees. Clean, re-terminate or replace any connector or cable as needed until a full PASS result is obtained.
5. Cable segments and links shall be tested from both ends of the cable for each of the construction phases. (Verify that cable labeling matches at both ends).
6. The system shall not be considered certified until the tester has acknowledged that the performance of the physical layer of the system has been fully tested and is operational at the completion of the installation phase.
7. After the installation is complete, in addition to any other required testing as described herein, and at such times as the District IT/Engineer directs, the Contractor shall be present while the District IT conducts an operating test for approval. The installation shall be demonstrated to be in accordance with the requirements of this specification. Any defects revealed shall be corrected promptly at the Contractor's expense and the tests performed again.
8. After review of the completed test results, the District IT reserves the right to retest cables, utilizing the Contractor's tester and the Contractor's labor.
9. The test results information for each link shall be recorded in the memory of the field tester upon completion of the test. The tester shall be capable of storing test data in either internal or external memory. The external media used shall be left to the discretion of the user.
10. Test results saved by the tester shall be transferred into a Windows based database utility that allows for maintenance, inspection and archiving of these test records. A guarantee must be made that the measurement results are transferred to the PC unaltered as well as any printed reports generated from the software application.
11. Test results shall be provided in both native Tester format as well as comma separated variable (.csv), Portable Document File (.pdf), plain text (.txt), or hypertext markup language (.html/.htm). A copy of the tester native test software must be provided to District IT or District IT's representative for comparison of results.
12. Test Results for CAT6 shall include the following:
 - a. Applicable room number of jack location (room number per Contract Documents)

- b. Applicable Telecommunications Room number
- c. Circuit I.D. number with corresponding jack identifier
- d. Wire Map – shall include the following:
 - i. Continuity to the remote end
 - ii. Shorts between any two or more conductors
 - iii. Crossed pairs
 - iv. Reversed pairs
 - v. Split pairs
 - vi. Any other mis-wiring
- e. Length
- f. Insertion Loss
- g. Near-end Crosstalk (NEXT) Loss
- h. PS-NEXT (Power Sum Near End Cross Talk)
- i. FEXT (Far End Crosstalk)
- j. ELFEXT (Equal Level Far End Cross Talk)
- k. PS-ELFEXT (Power Sum Equal Level Far End Cross Talk)
- l. Propagation Delay
- m. Delay Skew
- n. Return loss
- o. PSFEXT (Power Sum Far End Crosstalk)
- p. PSACRF (Power Sum Attenuation to Crosstalk Ratio, Far End)

13. Test Results for CAT6A shall include all of the above, plus the following:

- a. AACRF (Alien Attenuation to Crosstalk Ratio, Far End)
- b. AFEXT (Alien Far End Crosstalk)
- c. ANEXT (Alien Near End Crosstalk)
- d. PSANEXT (Power Sum Alien Near End Crosstalk)
- e. PSAACRF (Power Sum Alien Attenuation to Crosstalk Ratio, Far End)

Approved Tester Products:

Softing WireXpert 4500
 Fluke DTX or VERSIV platform Cable Certification testers

3.7 PROJECT CLOSEOUT

- A. Operating and maintenance manuals shall be submitted prior to testing of the system. A total of (4) manuals shall be delivered to the District IT. Manuals shall include all service, installation, and programming information.
- B. Provide a full set of “as-built” (redline) drawings in AutoCAD DWG and PDF format. Drawings to depict final location and drop/cable identification numbers and labels which match the test reports. Include (1) hard copy paper format of all as-builts in 30”x42” size or equivalent, posted in each telecom room involved in the project..
- C. Contractor to provide all warranty information to Leviton for processing. Leviton will send warranty document direct to District IT.

3.8 TRAINING

- A. Provide four (4) hours training on the operation and installation of the data system, at job site, at no cost to District IT, if requested/needed.

END OF SECTION