



**SOLANO COMMUNITY COLLEGE DISTRICT
SAND VOLLEYBALL COURTS PROJECT**

**PROJECT MANUAL
PROJECT NUMBER: 25-024**

SOLANO COMMUNITY COLLEGE DISTRICT

MAY 21, 2025

DOCUMENT 00 01 10

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LIST OF SCHEDULES

SCHEDULES

BID PHASE SCHEDULE

- Out to Bid: Wednesday, May 21st, 2025.
- Mandatory Pre-Bid Conference (web-based meeting via Microsoft Teams): Thursday, May 29th, 2025, at 11:00 am.
 - **Interested Parties need to send a meeting request to Tony.Velasco@solano.edu**
 - Optional Site Walk: Thursday, May 29th, 2025, 12:30 noon – 1:00 pm.
- Last date to submit questions to Tony.Velasco@solano.edu: By Wednesday, June 4th, 2025, 2:00 pm.
- Anticipated Last addendum will be issued: By Monday, June 9th, 2025, 2:00 pm.
- **Bids Due: By Wednesday, June 11th, 2025, 2:00 pm.**
- Anticipated Mandatory Post Bid Interview: Friday, June 13th, Time TBD.
- Anticipated Solano Community College Board of Trustees Approval: Wednesday, June 18th, 2025
- Notice of Award: Anticipated by Thursday, June 19th, 2025.
- Notice to Proceed: Anticipated by Monday July 7th, 2025

CONSTRUCTION SCHEDULE

- Anticipated Project Duration: July 7th – December 31th, 2025.

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, Bid No. 25-024:

Sand Volleyball Courts Project

2. The Project consists of:
A new four-court Sand Volleyball facility. The project includes the sand volleyball courts, a pre-check digital scoreboard, a pre-check shade structure and associated site work and fencing.
Contractor shall include safe-off of all utilities, including but not limited to all electrical, fire alarm, data, security, and plumbing as needed to complete the project scope.
The scope of this project is further defined in the Contract Documents. The Contractor will provide all security fencing, safety barriers, portable toilets, and debris bins per the Contract Specifications. Multiple relocations of site fencing/ safety barriers may be required for the completion of this project. All campus pedestrian access shall be maintained, and existing buildings shall remain functional during the duration of the project.
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

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 **Wednesday, May 21st, 2025**, and may be viewed and/or downloaded from the District's website at;

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

6. Sealed Bids will be received until **Wednesday, 2:00 p.m., June 11th, 2025** at Solano Community College, 4000 Suisun Valley Road, 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;

Attn: Tony Velasco
Sand Volleyball Courts Project
4000 Suisun Valley Road, Building 1102 (Kitchell Bond Office)
Fairfield, CA 94534

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 2:10pm, on the bid due date. Potential bidders can view the live opening on the District's website on the following link:

<https://welcome.solano.edu/liveevents/>

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 conference (web-based meeting via Microsoft Teams or Zoom) will be held on Thursday, May 29th, 2025, at 11:00 AM. All participants are required to sign in.
10. All pre-bid questions must be submitted in writing to the Project Manager, Tony Velasco, at tony.velasco@solano.edu. **Pre-Bid questions must be submitted on or before 2:00 p.m., Wednesday, June 4th, 2025**
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 successful bidder will be expected to meet a twenty percent (20%) Small, Local and Diverse Business Enterprise Program (SLDBE) goal by listing their small, local, and diverse subcontractors and/or suppliers on the SLDBE Bid Form and submitting this with their bid. Contractors who fail to meet the twenty percent (20%) SLDBE goal must submit evidence of having made a Good Faith Effort to attempt to achieve the twenty percent (20%) SLDBE goal.
14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work. Note that DVBE participation will count towards SLDBE Program Goal.
15. 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>>.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and 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.
17. 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, preparing, posting, and implementing a Social Distancing Protocol.
18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
19. 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

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"):

Sand Volleyball Courts 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 1102, Kitchell Bond Office** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. An in-person Bid Opening will not be held. The Bid Opening will be conducted in the District's Bond Trailer 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 2:10 pm, on the bid due date. Potential bidders can view the live opening on the District's website on the following link:

<https://welcome.solano.edu/scc-bids-new/>
7. Bidders must submit Bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required

forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as 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, if a site visit was required. Specification Section 00 45 01.
 - d. Non-Collusion Declaration. Specification Section 00 45 19.
 - e. Small, Local and Diverse Business Program (SLDBE). Specification Section 00 45 20.
11. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
17. Bidders shall submit the Small, Local and Diverse Program (SLDBE) forms with their Bids.
18. 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>.
19. Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises

("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year on District projects. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. The lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid. Note that DVBE participation will count towards SLDBE Program Goal.

20. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District, is/are acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically

identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

21. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
22. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Tony Velasco at tony.velasco@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> . Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may

not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

24. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
25. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
26. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
27. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
28. Discrepancies between written words and figures, or words and numeral, will be resolved in favor of figures or numerals.
29. 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.
30. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated

Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

- (i) The subcontractor is registered prior to the bid opening.
- (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

31. 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. Disabled Veteran Business Enterprise Participation Certification.
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Materials Certification.
 - m. Imported Materials Certification.
 - n. Sex Offender Registration Act_Certification.
 - o. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
32. 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.
 - e. The Anticipated Time of Completion is **December 31st, 2025**
33. 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.
34. 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.
35. 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.
36. 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

DOCUMENT 00 31 19

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.
 - (2) Survey of Site.

3. Use of Information

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

4. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and

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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.

- c. The area within and around the proposed project is known to contain underground utilities. As part of this project, and prior to any site work, the contractor shall engage a third-party utility locator entity to determine the exact location and depth of every utility in the project area. Any conflicts with existing and proposed new underground utilities will be reported to the District prior to proceeding with the placement of new underground utilities.

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 **Bid No. 25-024**, for the following project known as:

Sand Volleyball Courts 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	
_____ dollars	\$ _____
10% Owner's Allowance of Base Bid	
_____ 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. Do not include alternates when calculating the Allowance Amount.

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 prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. 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
 - Small, Local, and Diverse Business Program (SLDBE)

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 a B 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

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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: _____

Public Works Contractor 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.

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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: Sand Volleyball Courts

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: Sand Volleyball Courts

Check option that applies:

_____ I certify that I visited the Site of the proposed Work 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 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 20

SMALL, LOCAL AND DIVERSE BUSINESS ENTERPRISES PROGRAM (SLDBE)

1. Solano Community College District has established a Small, Local, and Diverse Business Enterprises Program (SLDBE Program) to ensure access, equity and inclusion of Solano County businesses in the area of construction contracting associated with Measure Q Bond expenditures. This Small, Local and Diverse Business Program reflects the District's commitment to its core value of *Equity*. The SLDBE program is innovative and inclusionary; defining and promoting *Diversity* in contracting and procurement by extending Measure Q Bond Program opportunities to Solano County small businesses, minority-owned business, women-owned business and those owned by disabled veterans.

2. Program Goals

a. The SLDBE participation goal is 20% of the total construction contract amount. SLDBE requirements may be achieved through the combined participation of the following:

- Local DBE Businesses (minimum 10%)
- Local non-DBE Businesses
- Non-local DBE Businesses

b. DBE businesses include:

- Certified Small Business Enterprises (SBEs)
- Certified Minority-owned Business Enterprises (MBEs)
- Certified Women-owned Business Enterprises (WBEs)
- Certified Disadvantaged Business Enterprises (DBEs)
- Certified Disabled Veteran-owned Business Enterprises (DVBEs)

c. Prior to award, Contractor is required to submit certification documents for all SLDBE businesses included in their bids. As the District is not a certifying agency, it will accept the certifications listed below.

- State of California Department of General Services (SBE, Microbusiness, DVBE)
- Federal Department of Transportation/California Department of Transportation DBE, MBE, WBE
- California Unified Certification Program (CUPC)—All Member Agencies – DBE
- California Public Utilities Commission (CPUC) – MBE,WBE
- Western Region National Minority Supplier Development Council (MBE)
- Women Business Enterprise National Council (WBENC)

3. SLDBE Bid Form

The general contractor is required to meet the 20% SLDBE goal by listing its small, local, and diverse subcontractors and/or suppliers on the SLDBE Bid Form (SLDBE Information Bid Form) and **submitting this with its bid**. The participation of a

general contractor that meets the criteria for SLDBE shall be counted toward the 20% goal. DVBE participation required to be documented separately shall also be included on the SLDBE form and shall be counted towards the 20% goal. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 20% goal.

4. Good Faith Effort

Contractors who fail to meet the 20% SLDBE goal must submit evidence of having made a Good Faith Effort to attempt to achieve the 20% SLDBE goal:

- a. These contractors must submit the Good Faith Effort Checklist (GFE Checklist) **with the bid**;
- b. The apparent low bidder must submit Good Faith Effort Documentation within two business days after bid opening.
- c. The District or its designee will review these efforts and make a determination of whether the contractor made a Good Faith Effort to attain the goals. **Failure to make a Good Faith Effort or to comply with these requirements will render the bid or solicitation submitted non-responsive.**

5. Tracking and Reporting

The project construction manager will monitor the general contractor's progress in achieving the 20% SLDBE goal throughout the contract and coordinate with the Bond Program Manager for overall program compliance. The general contractor will be required to submit quarterly SLDBE contractor/subcontractor reporting sheets that track and display contract values with these firms. The quarter reporting periods are as follows: January - March, April - June, July - September, and October - December. Contractor will submit SLDBE Status Reports within eight (8) calendar days of the end of each quarter.

6. Participation

All contractors working on the District's Bond program will be expected to participate in good faith with the Small, Local, and Diverse Business Enterprise program.

No SLDBE listed on the general contractor's bid form may be substituted or removed from the contract or have its contract modified without prior written College approval. In the event of a SLDBE substitution, the general contractor must make a good faith effort to replace the substituted subcontractor with another SLDBE and must submit evidence of this effort to the District.

During the term of a contract any willful failure to comply with the participation goals agreed upon shall be deemed a material breach of contract.

7. Definitions

The following is a list of definitions for terms used throughout this SLDBE Program. The terms are arranged in alphabetical order.

- a. "Bid" shall mean and include an offer by a bidder or contractor to perform or provide labor, materials, or equipment to the District for a price.
- b. "Bidder" shall mean a person or firm who submits a bid.

- c. "Contract" shall mean and include any agreement between the College and a person or company to provide labor, services, materials and/or equipment for construction work.
- d. "Contractor" (See definition of prime contractor).
- e. "College" shall mean the Solano Community College District.
- f. "District" shall mean the Solano Community College District.
- g. "Diverse" shall mean a firm whose ownership has been certified by one of the certifying agencies recognized by the District **as either**: 1) at least 51% minority (MBE or DBE), 2) at least 51% female (WBE or DBE), 3) at least 51% disabled veteran or veteran (DVBE).
- h. "Goals" shall mean the relevant share of Small Local and Diverse Business Enterprise participation.
- i. "Joint venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing and must share in risks and gains to the extent of the party's participation in the joint venture. To be counted for the purposes of this program, the individual firms of the joint ventures must be certified by an agency on the District's recognized list of certifying agencies.
- j. "Local" shall mean a business enterprise with a business location in Solano County and the City of Winters.
- k. "Small" shall mean a business enterprise which together with any affiliates has 100 or fewer employees and has averaged annual gross receipts of fourteen million dollars (\$14M) or less over the previous three years. Such firms include any that are certified by the State of California General Services Agency.
- l. "Participation" shall mean using one or more SLDBE firms to satisfy the District's subcontracting goals in the execution of the contract.
- m. "Prime Contractor" shall mean any person(s), firm, partnership, corporation, or joint venture that submits a bid to perform construction related work, and/or enters into a contract with the District.
- n. "Project" shall mean a contract or series of contracts required to complete construction related work that meets prescribed occupancy and use criteria.
- o. "Subcontractor" shall mean any individual, partnership, corporation or other legal entity entering into a contract with the prime contractor to perform a portion of the work or supply materials, services and equipment required to complete the project.
- p. "Supplier" is a firm that owns, operates or maintains a warehouse, production facility or store in which the materials, supplies or equipment described in the Specifications and required under the contract are both kept in stock and regularly sold to the public in the usual course of business.

**SOLANO COMMUNITY COLLEGE DISTRICT
SMALL, LOCAL AND DIVERSE BUSINESS PROGRAM**

**Sand Volleyball Courts Project
BID 25-024**

GOOD FAITH EFFORT (GFE) CHECKLIST SHEET (2 pages)

To be completed by all Bidders who do not achieve SLDBE participation goals

Name of Bidder (please print legibly)

PLEASE INITIAL TO INDICATE EACH ACTION TAKEN

_____ Bidder attended pre-solicitation or pre-bid meeting scheduled by Solano Community College District

_____ Bidder identified and selected specific items of project for which the contract will be awarded to be performed by SLDBE.

_____ Bidder advertised, not less than 10 calendar days before the bid opening date in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, as specified by Solano Community College, for SLDBEs interested in participating in the project.

Name of publication in which advertisement was placed

Date advertisement appeared

_____ Bidder provided written notice of his/her interest in bidding on the contract to SLDBEs at least 10 calendar days prior to the opening of bids.

_____ Bidder followed up initial solicitations of interest by contacting SLDBEs to determine, with certainty, whether enterprises were interested in performing specific items of the project.

_____ Bidder provided interested SLDBEs with information about the plans, specifications, and requirements for the selected subcontracting of material supply work.

_____ Bidder requested assistance from community organizations; SLDBE contractor groups; veterans groups; local, state or federal disadvantaged business assistance officers; and/or other organizations that provide assistance in the recruitment and placement of SLDBEs as they are available.

_____ Bidder negotiated in good faith with SLDBEs and did not unjustifiably reject as unsatisfactory bids prepared by any SLDBEs.

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

Bidder certifies that all actions marked on the checklist were performed by the Bidder prior to the bid opening date. Failure to complete the above checklist may result in finding the proposal to be non-responsive, subject to the Solano Community College's determination. This checklist is provided as a courtesy to the bidder and is not intended to be a waiver of or modification to any of the Specifications included in the Contract Specifications or in other Contract documents, including but not limited to the SLDBE Program. Each bidder must comply with all Specifications and Contract documents. The undersigned states that the representations made herein are made under penalty of perjury.

Name of Authorized Firm Representative (Please Print)

Title

Signature of Authorized Firm Representative

Date

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Sand Volleyball Courts / 25-024
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.: _____ Sand Volleyball Courts / 25-024 _____ 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 46.02

**DISABLED VETERAN BUSINESS
 ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Sand Volleyball Courts / 25-024
 between the Solano Community College District ("District") and _____
 _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by District on projects that receive state funding. Therefore, the lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Sand Volleyball Courts / 25-024
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.: Sand Volleyball Courts / 25-024
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.: Sand Volleyball Courts / 25-024
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.: Sand Volleyball Courts / 25-024
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 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Sand Volleyball Courts / 25-024
between the Solano Community College District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 49

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Sand Volleyball Courts

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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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: _____

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

CONSTRUCTION MANAGER

[Name]

[Address 1]

[Address 2]

[Phone]

[Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

CONTRACTOR

[CM]

CONTRACTOR

[CM]

II. PROPOSED CONTRACT:

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

A. Do you acknowledge submission of a complete and accurate bid? Yes No

B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No

C. Do you acknowledge the requirements for the escrow of bid documents? Yes No

D. Are you comfortable with your listed subcontractors? Yes No

IV. CONTRACTUAL REQUIREMENTS:

A. Do you understand you are a prime contractor? Yes No

B. Can you meet specified insurance requirements? Yes No

1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No

2. Are you requesting that the District accept an 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. If not, what do you believe must change and why? _____ | Yes | No |

- | | | | |
|----|---|-----|----|
| B. | Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. | Yes | No |
| 1. | _____ | | |
| 2. | _____ | | |
| 3. | _____ | | |
| 4. | _____ | | |
| 5. | _____ | | |

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

VII. EXECUTION OF WORK

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

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

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

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

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

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

IX. CONTRACTOR

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

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

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

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

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

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

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

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

You must comply with the following conditions precedent within **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. Disabled Veteran Business Enterprise Participation Certification.

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- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Sex Offender Registration Act Certification.
- o. 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

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed by **December 31st, 2025** ("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 (\$1,000.00) 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** 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, for the following price:

_____ **DOLLARS**
AND xx/100 (\$ _____)

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

Solano Community College District

Sand Volleyball Courts Project

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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]

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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/CONTRACT NO.: **Sand Volleyball Courts / 25-024**
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

DOCUMENT 00 56 00

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,

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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 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: **Sand Volleyball Courts / 25-024** "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:

Sand Volleyball Court / 25-024 ("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.

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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

DOCUMENT 00 63 40

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Sand Volleyball Court
Bid No.: 25-024

Date:
DSA File No.: 48-C1
DSA Appl. No.: 02-122861

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

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

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

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

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

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

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

Signatures:

DISTRICT: SOLANO COMMUNITY COLLEGE DISTRICT Date: _____ By: _____ [Print Name and Title here]	CONTRACTOR: _____ Date: _____ By: _____ [Print Name and Title here]
ARCHITECT: _____ Date: _____ By: _____ [Print Name and Title here]	PROJECT INSPECTOR: _____ Date: _____ By: _____ [Print Name and Title here]

END OF DOCUMENT

DOCUMENT 00 63 47

DAILY FORCE ACCOUNT REPORT

From: Contractor
 [Name/Address]

To: Owner
 [Name/Address]

Project: _____

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

C. Equipment: Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD
i.	Material	
ii.	Add Labor	
iii.	Add Equipment	
iv.	Subtotal	
v.	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	
vi.	Subtotal	
vii.	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (f)	
viii.	Subtotal	
ix.	Add Bond and Insurance , not to exceed two percent (2%) of Item (h)	
x.	TOTAL	

	WORK PERFORMED BY CONTRACTOR	ADD
(a)	Material	
xi.	Add Labor	
xii.	Add Equipment	
xiii.	Subtotal	
xiv.	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	
xv.	Subtotal	
xvi.	Add Bond and Insurance , not to exceed two percent (2%) of Item (f)	
xvii.	TOTAL	

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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 (Gov. Code, § 12650, et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Contractor:

Solano Community College District:

[Name]

Date

[Name]

Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

DOCUMENT 00 63 57

PROPOSED CHANGE ORDER FORM

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

PCO NO.:

**Project: Sand Volleyball Court
 Bid No.: 25-024
 RFI #:**

**Date:
 DSA File No.: 48-C1
 DSA Appl. No.: 02-122861**

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	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully 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>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (g)		
(i)	<u>TOTAL</u>		
(j)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

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

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

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

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:	

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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.

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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: Sand Volleyball Courts /25-024

("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

DOCUMENT 00 72 13

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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** Performance Bond
- 1.1.13.13** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.13.14** General Conditions
- 1.1.13.15** Special Conditions (if applicable)
- 1.1.13.16** Hazardous Materials Procedures and Requirements
- 1.1.13.17** Workers' Compensation Certification
- 1.1.13.18** Prevailing Wage Certification
- 1.1.13.19** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.13.20** Small, Local, Diverse Business Program (SLDBE) (if applicable)
- 1.1.13.21** Drug-Free Workplace Certification (if applicable)
- 1.1.13.22** Tobacco-Free Environment Certification
- 1.1.13.23** Hazardous Materials Certification (if applicable)
- 1.1.13.24** Lead-Based Materials Certification (if applicable)
- 1.1.13.25** Imported Materials Certification (if applicable)
- 1.1.13.26** Sex Offender Registration Act Certification (if applicable)
- 1.1.13.27** Roofing Project Certification (if applicable)
- 1.1.13.28** Registered Subcontractors List
- 1.1.13.29** Post Bid Interview
- 1.1.13.30** All Plans, Technical Specifications, and Drawings

1.1.13.31 Any and all addenda to any of the above documents

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

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

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

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

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

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

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

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

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

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

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

1.1.47 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).

1.1.48 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.

1.1.49 State: The State of California.

1.1.50 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.

1.1.51 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.

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

1.1.53 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.

1.1.54 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 the 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 Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 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, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

1. Mitigation Measures

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

2. Campus and Adjacent Buildings

2.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of a key or access to the school.

2.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

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

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

3.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. 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 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

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.

5. 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>

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

6. [RESERVED]

7. 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

8. Permits, Certificates, Licenses, Fees, Approvals

8.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

- Division of the State Architect (DSA)

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.

9. As-Builts and Record Drawings

9.1 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.

9.2 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.

10. Disabled Veteran Business Enterprise

Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year on projects that receive state funding. If this Contract uses state funds, and/or as required by the bid documents, the lowest responsive responsible bidder awarded the Contract must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

11. Project Manager

The District will use a Project Manager on the Project that is the subject of this Contract. Kitchell, CEM is the Project Manager for this Project.

12. Program Manager

Kitchell CEM is the Program Manager designated for the Project that is the subject of this Contract.

15. 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]%;

Underground Survey of Existing Utilities

The District will do their best ability to identify underground utilities, however prior to performing excavation activities the Contractor shall at their sole expense employ the services of a private locator to survey and ascertain the actual locations of existing underground utilities. Should the Contractor damage existing utilities during the prosecution of the work, they shall immediately notify the Construction Manager in writing and diligently affect repairs to the damaged utility. The Contractor shall be responsible for all repairs and consequential damages resulting from utility outages caused as a result of the performance of work.

16. Schedule of Operation

16.27 Construction shall be performed between the hours of 7:00 am and 5:00 pm, Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the District / Construction Manager.

16.28 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.

17. Temporary Facilities

17.27 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.

18. 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.

END OF DOCUMENT

DOCUMENT 00 73 56

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in

Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of

the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

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:

A new four-court Sand Volleyball facility. The project includes the sand volleyball courts, a pre-check digital scoreboard, a pre-check shade structure and associated site work and fencing.

Contractor shall include safe-off of all utilities, including but not limited to all electrical, fire alarm, data, security, and plumbing as needed to complete the project scope.

The scope of this project is further defined in the Contract Documents. The Contractor will provide all security fencing, safety barriers, portable toilets, and debris bins per the Contract Specifications. Multiple relocations of site fencing/ safety barriers may be required for the completion of this project. All campus pedestrian access shall be maintained, and existing buildings shall remain functional during the duration of the project. .

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) None

- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) None

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, a stipulated sum/price of **10% of project value** as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.
- B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.
- C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.
- D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.
- E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01 22 00

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A.** General Conditions;
- B.** Special Conditions;
- C.** Bid Form and Proposal;
- D.** Instruction to Bidders.

1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

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

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

A. No project alternates

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

A. No project unit rates

END OF DOCUMENT

DOCUMENT 01 25 13

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

- (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

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.**

SOLANO COMMUNITY COLLEGE DISTRICT

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 01 29 00-1**

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)**

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

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

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

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

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

Date(s) of waiver and release: _____

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

SOLANO COMMUNITY COLLEGE DISTRICT

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
DOCUMENT 01 29 00-2**

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

- (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

DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - (1) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed, and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

1.04 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Primavera Project Planner or MS Project. Contractor may employ such personnel directly or may employ a consultant for this purpose.
- B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
 - (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.
- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
 - (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

- F. Software: Contractor to use a scheduling software approved by the District / Construction Manager. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
 - (1) Identify Project with District Contract number and name of Contractor.
 - (2) Provide space for Contractor's approval stamp and District's review stamps.
 - (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (45) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (45) calendar days in summary form.

1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
 - (2) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 - (3) District furnished materials and equipment, if any, identified as separate activities.
 - (4) Activities for maintaining Project Record Documents.
 - (5) Dependencies (or relationships) between activities.

- (6) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
 - (7) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
 - (8) Activity description; what Work is to be accomplished and where.
 - (9) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
 - (10) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
 - (11) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
 - (12) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
 - (13) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (14) Activity durations shall be in Work days.
 - (15) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.

- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
- (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Contractor to clarify its schedule.
- (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
 - (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract

Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.12 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.13 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to

date, previous payments, and amount earned for current update period.

- (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.14 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.15 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.

- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.16 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 33 00

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:

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

- (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 by placing their stamp and signature on each submittal. The stamp and signature from the Contractor shall signify their approval of the submittal prior to sending to the Architect or District for review. Submittals without Contractor's stamp and signature will be returned without review. Contractor shall 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. Contract 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.

1.07 INFORMATION PROVIDED BY DESIGN TEAM

- A. CAD base files may be provided to Contractor by Architect using the following process:
 - (1) Written request for specific plans shall be submitted to Architect.
 - (a) CAD files which will be made available upon request: Floor Plans, Roof Plans, Ceiling Plans, and Exterior Building Elevations.
 - (b) Details / Detail sheets will not be made available.
 - (2) Upon receipt of request, Architect will issue Electronic File Waiver to Contractor to be signed and returned.
 - (3) Upon receipt of signed waiver, Architect will issue requested files via email or FTP site to Contractor who will distribute as needed to sub-contractors. Sub-contractors shall sign and return waiver to Contractor prior to being issued the CAD files. Copies of the sub-contractor signed waivers shall be Forwarded to Architect for their records.

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

DOCUMENT 01 41 00

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

DOCUMENT 01 42 13

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

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27.	BIA	The Brick Industry Association
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

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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

DOCUMENT 01 42 19
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 GANA)	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

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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.turfgrasssod.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

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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

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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

DOCUMENT 01 43 00

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

2.01 TYPE OF TESTS AND INSPECTIONS:

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)
- B. Slump Test
ASTM C 143
- C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:

- (1) Compressive Strength:
 - (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
 - (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
 - (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight (28) days, as specified on the structural drawings.
 - (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
 - (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.

D. Reinforcing, Steel

E. Structural Steel Per Title 24 and as noted:

- (1) Material: Steel per Table in Title 24, Section 2712.
- (2) Qualification of Welders (UBC Std. 27-6).
- (3) Shop fabrication (Section 2712(d). Structural steel only).
- (4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 50 00

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) Unless desired in the field by the Contractor, all communications will be via the contractor's cellular telephone and via email. Otherwise, the Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work.

- (2) If installed, 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

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- H. Qualification Data: For Waste Management Coordinator.
- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- J. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
- (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
- (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
- (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
- (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
- (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

- (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.
- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.

- (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

DOCUMENT 01 64 00

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Contractor, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Contractor's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.

Provide mounting and utility rough in for all items where required.

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installing Contractor(s) Responsibilities:

- (1) Owner-Furnished/Contractor Installed ("OFCI"): Furnished by the Owner; installed by the Installing Contractor.
 - (a) General: Owner and Installing Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor.
 - (d) The Installing Contractor shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installing Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package contractors and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.

- 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.
 - 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
 - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.
- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

- A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:
 - (1) Survey work required in execution of the Project.
 - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - (1) Make no changes or relocation without prior written notice to District and Architect.
 - (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - (1) Make several parts fit together properly.
 - (2) Uncover portions of Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace Work not conforming to requirements of Contract Documents.
 - (5) Remove Samples of installed Work as specified for testing.
 - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - (7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
 - (1) The work of the District or other trades.
 - (2) Structural value or integrity of any element of Project.
 - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - (4) Efficiency, operational life, maintenance or safety of operational elements.
 - (5) Visual qualities of sight-exposed elements.

- B. Contractor's Request shall also include:
 - (1) Identification of Project.
 - (2) Description of affected Work.
 - (3) Necessity for cutting, alteration, or excavations.
 - (4) Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - (5) Description of proposed Work:
 - (a) Scope of cutting, patching, alteration, or excavation.
 - (b) Trades that will execute Work.
 - (c) Products proposed to be used.
 - (d) Extent of refinishing to be done.
 - (6) Alternates to cutting and patching.
 - (7) Cost proposal, when applicable.
 - (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
 - (9) Written permission of District or other District contractor(s) whose work will be affected.

1.04 QUALITY ASSURANCE:

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION:

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

Solano Community College District

Sand Volleyball Courts Project

Project Number: 25-024

- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 76 00

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

DOCUMENT 01 77 00

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

- B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

DOCUMENT 01 78 23

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

DOCUMENT 01 78 36

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

DOCUMENT 01 78 39

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



SOLANO COMMUNITY COLLEGE
SAND VOLLEYBALL COMPLEX

Project #24056
DSA Application No. 02-122861

PROJECT MANUAL
DSA SUBMITTAL

OCTOBER 23, 2024

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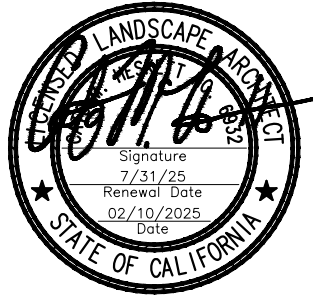
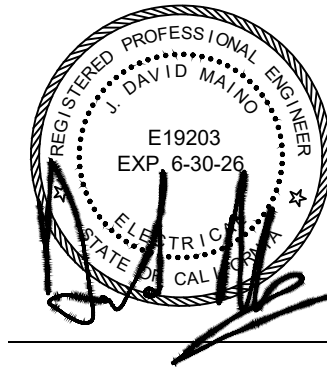


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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 1. Work covered by the Contract Documents.
 2. Type of the Contract.
 3. Work phases.
 4. Use of premises.
 5. Owner's occupancy requirements.
 6. Work restrictions.
 7. Specification formats and conventions.
 8. Deferred Approvals.
 9. Pollution Control.
 10. Storm Water Pollution Prevention Plan.
 11. Lead-Containing materials.
 12. Additional DSA requirements.

1.3 SUBMITTALS

- A. Contractor shall submit written statement of responsibility per CBC 1704.1

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Solano Community College Sand Volleyball Complex
- B. Project Location: 4000 Suisun Valley Rd, Fairfield, CA 94534
- C. Owner/ District: Solano Community College
- D. Architect: 19/six Architects
- E. The Work consists of the following:
 1. The Work includes construction of a Sand Volleyball Complex
 2. The work consists of:
 - a. 4 sand volleyball courts

- b. Pre-check digital scoreboard
 - c. Pre-check shade structure
 - d. Associated site work and fencing.
3. The intent of these drawings and specifications is that the new construction in this contract is to be in accordance with Title 24, California Code of Regulations.

1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.6 WORK PHASES

- A. The Work shall be conducted in single phase.

1.7 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Owner Occupancy: Allow for Owner occupancy of areas immediately adjacent to the Project site and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy areas adjacent to the site and existing buildings adjacent to the project during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours:
 - 1. Comply with General Conditions.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI's Master Format 2004 numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words

shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.11 POLLUTION CONTROL

- A. Provide positive methods, means and facilities required to prevent contamination of the soil, water or atmosphere by the discharge of noxious substances from the construction operations.

1.12 MISCELLANEOUS PROVISIONS

- A. Noise and Dust Control: As specified in General Conditions.

1.13 LEAD-CONTAINING MATERIALS.

- A. The Contractor shall assume that all ceramic tile and painted or varnished surfaces in the school district contain detectable levels of lead which trigger compliance with California Code of Regulation, Title 8, Section 1532.1. In addition, waste products from these materials could contain lead at levels which are subject to the hazardous waste requirements in the California Code of Regulations, Title 22, Sections 666260.1 - 66263.12 and 66268.1 - 66268.124 and the health and Safety Code Section 25157.8 and 25163, subdivision (c).
- B. It is the Contractor's responsibility to handle and dispose of these materials in accordance with the regulations. If failure to comply with these regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective action.
- C. Lead-based paint should be removed only by professionals trained in hazardous material removal. A trained professional must follow very detailed procedures to minimize, control and contain lead dust generated by the removal process.
 1. The room should be sealed from the rest of the building. All furniture, carpets and drapes should be removed.
 2. Workers should wear respirators designed to avoid inhaling lead.
 3. No eating or drinking should be allowed in the work area. All food and eating utensils should be removed from the room. All cabinets as well as food contact surfaces should be covered and sealed.
 4. Occupants should be kept out of the room until the job is completed.
 5. Clothing worn in the room should be disposed of after working. The work clothing should not be worn in other areas of the building.

6. Debris should be cleaned up using special vacuum cleaners with HEPA (high efficiency particle absorption) filters. A wet mop should be used after vacuuming.

1.14 ADDITIONAL DSA REQUIREMENTS

- A. Comply with the following:
 1. Compliance with Title 24, for Parts 1-6 and 9.
 2. Title 24, All applicable parts referred to by the plans and specifications shall be kept on site during construction.
 3. All addenda must be signed by Architect and approved by DSA. (Section 4-338, Part 1)
 4. All substitutions affecting DSA regulated items shall be considered as a Construction Change Document or Addenda, and shall be approved by DSA prior to fabrication and installation. (IR-A6) (Section 4-338(c), Part 1)
 5. Construction Change Document (Section 4-338 (c), Part 1) must be signed by all the following:
 - a. A/E of Record.
 - b. Owner (change order only).
 - c. SEOR (when applicable).
 - d. Delegated Professional Engineer (when applicable).
 - e. DSA.
 6. Project Inspector and testing lab must be employed by the Owner and approved by all of the following:
 - a. A/E of Record.
 - b. SEOR (when applicable).
 - c. DSA.
- B. Tests and Inspections - Chapter 17A:
 1. All tests shall be performed by a testing facility acceptable to the architect and DSA. The testing facility shall be directly employed by the school district and no other entity or individual. Section Title 24, Part 1, Section 4-335(b).
 2. Test reports shall be addressed to, and sent to, the school district by the testing facility. Copies of all test reports shall be sent to DSA, the architect, the structural engineer, and the project inspector by the testing facility. All reports shall be sent within 14 days of the date of the test. See Title 24, Part 1, Section 4-335(d).
 3. A Verified Report, signed by the California licensed civil engineer in charge of the testing facility which conducted the tests, shall be submitted to DSA upon completion of the project. The verified report shall state that all tests and inspections were made as required by the DSA approved documents. If the tests or inspections indicate that materials or workmanship did not meet the requirements of the DSA approved documents, the Verified Report shall list all noncompliant work. A copy of all test reports involving unresolved noncompliant work shall be attached to the Verified Report. In the event that not all required tests or inspections were made by the testing facility making this verified report, those tests and inspections not made shall be listed on the Verified Report. See Title 24, Part 1, Section 4-335(e).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 CONTINGENCY ALLOWANCE

PART 1 GENERAL

1.1 DESCRIPTION

- A. Include in the contract sum the allowances stated in this Section.
- B. Should the net cost be more than the specified amount of the allowance, the contract sum will be adjusted by Order on Contract in accordance with the General Conditions. No Work in excess of the allowance will be permitted except by Order on Contract. Should the net cost be less than the specified amount of the allowance, the balance will be deducted from the final payment.
- C. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
- D. Contractor's costs required for storage on and off the Project site, security, loading and unloading, handling at the Project site, labor, installation costs, overhead, profit, and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowance.
- E. Unless otherwise provided herein, whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in Contractor's costs.

1.3 ALLOWANCE

- A. The total sum of allowances required by this Contract is \$50,000.00.
- B. The Baseline Index Value for each material required to execute the project is to be the most recently published value for that material's component in the Engineering News Record Material Cost Index as of the Bid Deadline.
- C. If the Index for a material listed in 1.03 C is unavailable from Engineering News Record, the Contractor may utilize a substitute index that reasonably represents any changes in the cost of the material during the applicable time period.

1.4 ALLOWANCE FOR REPAIRS

- A. The Allowance listed with 1.03 A is to cover the cost of providing additional

repairs the roofing system, drains, downspouts, vents, piping, and addition repairs discovered on site that are not identified in the bid documents.

C. The cost of providing the Work of this allowance will be paid, up to the amount specified, based on documentation of actual costs. The actual amount will be determined, by the Architect, by evaluating the accuracy and completeness of the cost or pricing data submitted. Costs above the allowance amount, if any, will be paid by means of a Change Order.

D. Include overhead and profit for administering this allowance separately in the contract sum, not in the allowance.

E. The products covered by this allowance to be provided by such persons or firm and for such amount as proposed by the Contractor and approved by the Architect.

F. The amount of the allowance includes delivery to the Site and applicable taxes, furnishing and installing the products in accordance with the requirements of the Architect; Including unloading and on-site handling costs, storage and protection costs, installation costs, and other expenses separately in the contract sum, not in the allowance.

G. On notification, execute agreement with designated persons or firm. Arrange for and process Samples, Shop Drawings, and Product Data as required. Make arrangements for delivery and installation.

H. Purchase and Delivery:
1. On notification, execute purchase agreement with designated supplier.
2. Arrange for and process Samples, Shop Drawings, and Product Data as required.
3. Make arrangements for delivery.
4. Upon delivery, promptly inspect products for damage or defects. Submit claims for transportation damage.

I. Sub-Contractors:
The contractor is to retain a Hazardous Inspection Consultant, Hazardous Abatement Contractor and Sub-Contractors licensed to perform the repair work. Such Contractors are to be designated with the bid documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Other Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service:
 - 1. Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service:

1. Pay water service use charges for water used by all entities for construction operations.

D. Electric Power Service:

1. Pay electric power service use charges for electricity used by all entities for construction operations.

E. Sanitary Facilities:

1. Pay sanitary service use charge for temporary toilets, wash facilities, and drinking water for use of construction personnel.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.

B. Wind Screen Fabric: Green.

2.2 TEMPORARY FIELD OFFICES

- A. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading located within construction area or within 30 feet of building lines. Comply with NFPA 241.
- B. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- C. Sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices and pay for services for following:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack board.
 - 3. Inspector's/Architects' field office.
 - 4. Drinking water and private toilet.
 - 5. Coffee machine and supplies.
 - 6. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 7. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
 - 8. Telephone service to field office and Inspector's/Architects' field office at time of project mobilization.
 - 9. Facsimile service and a dedicated telephone line to field office and Inspector's/Architects' field office at time of project mobilization.
 - 10. Internet access with an DSL or Cable (if available) service separate from the dedicated telephone line to field office and Inspector's/Architect's field office at time of project mobilization. If a high speed connection is not available, provide dial up service. Switch to high speed service if it becomes available during the project Provide, maintain and pay for a computer (including programs) with graphics capabilities, printer and scanner so as to be able to support communication with the Architect over the internet for reports, logs, RFIs, change drawings and clarifications distributed by email. This equipment shall be made available to the Inspector, Architect.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. Minimum rated at Class 2A-10B:C.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Install temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Install temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Electric Power Service: Install electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Install temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Provide temporary or use designated areas of Owner's existing parking areas if approved for construction personnel.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- D. Project Identification and Temporary Signs: Provide Project identification. Install signs where directed to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
 - 3. Provide a 4'-0" x 8'-0" project sign constructed of 1/2 inch plywood or 10 mil corrugated mounted to 4"x4" posts 8'-0" long set 2'-0" deep into earth.
 - 4. Project sign shall include a graphic of the building (available from the Architect), Architect, Consultants, District, project, funding members with titles, and Contractor with contact information for the contractor. Text and layout shall be submitted for approval prior to installation.
 - 5. Location of project sign shall be coordinated with District's representative.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."

- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations or as indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- F. Install full coverage with green wind screen fabric to block viewing through construction fencing. Wind screen fabric shall be anchored or weighted sufficiently to resist design wind loads indicated on Drawings.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
 - 1. Comply with CFC Chapter 33 – Fire Safety During Construction and Demolition.
 - 2. Prohibit smoking in construction areas.

3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
5. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

End of Product List Form

SIMILAR INSTALLATION LIST FORM

Provide minimum 5 similar installations within last 3 years.

Project: _____

From: _____

To: _____

Date: _____

	Date of Installation	Project Name	Owner Info	GC Info	Architect info
1					
2					
3					
4					
5					
6					
7					
8					

End of Previous Project List Form

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SUBSTITUTION REQUEST FORM

Substitutions are only allowed within number of days specified. Use this form for requesting "or equal" products and materials.

Project:	Substitution Request Number:
	From:
To:	Date:
	Project Number:

Specification Section Title:		
Section Number:	Page:	Article/Paragraph:
Specified Item:		

Proposed Substitution:	
Manufacturer:	Address:
Contact Name:	Phone Number:
<input type="checkbox"/> Comparison between proposed substitution and specified product is attached. Note all differences.	

Reason for not using specified item:

- Specified product is no longer available.
 - Substitution will improve lead time by ____ days
 - Substitution will save Owner \$ _____
 - Other:
-

List 3 similar installations including project name, address, owner, and date installed is attached.

Proposed substitution affects other parts of Work: No Yes; explanation attached.

Supporting Data Attached:

- Product Data (indicate any options to be included)

Drawings Test Reports Samples Color Chart Other:

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable is available.
- Proposed substitution will not affect or delay Construction Progress Schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Substitutions for products or systems involving structural, fire/life safety and access compliance will require AHJ approval. This will add time required to review those substitutions requiring AHJ approval. Contractor is solely responsible for all documentation, cost, and time required to obtain AHJ approval.

Submitted by:	Firm:
Signature:	Date:
Comments:	

A/E Review:

- Approve Substitution.
 Approve Substitution as Noted.
 Reject Substitution. Use specified product.
 Reject Substitution. Use specified product. Substitution request received too late.

Signed by:	Date:
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Comments:

Owner's Review and Action (Approval of substitution is not valid without Owner's signature)

- Substitution approved.
- Substitution approved as Noted.
- Substitution rejected. Use specified product.

Signed by:	Date:
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Comments:

End of Substitution Request Form

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.
- B. Related Sections include the following:
 - 1. Division 1 Section "References" for applicable industry standards for products specified.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Other Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Proposed products by manufacturers not listed in Manufacturers list.

- C. Basis-of-Design: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating "or equal" products of other named manufacturers.
- D. District Standard: Where a specific manufacturer's product is named and accompanied by the words "District Standard," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics pre-selected by the District.
 - 1. District seeks to match products currently in use on other campuses; No substitution allowed.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Completed List: Submit 3 copies of completed product list within days specified in General Conditions. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Architect's Action: Architect will respond in writing to Contractor within 21 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

- B. Substitution Requests: (REFER TO SECTION 2.2 FOR ADDITIONAL SUBSTITUTION REQUIREMENTS) Submit 4 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, environmental, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: Architect will notify Contractor of acceptance or rejection of proposed substitution within 21 days of receipt of request.

- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. All substitutions affecting the Structural, Access or Fire-Life Safety portions of the project shall be submitted to DSA for approval as a Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code of Regulations, Section 4-338) requirements.
- D. The cost for any additional design or engineering required to gain DSA approval of a substitution shall be borne solely by the contractor. Any delay impacts resulting from DSA review and approval of substitutions shall be borne solely by the contractor.
- E. Named Product and Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- F. District Standard Products Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Reference Standards: The 2019 Code of Regulations CCR, CFC, CMC, CPC, CEC Govern

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 1

2022 CALIFORNIA BUILDING CODE (CBC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2
(2021 INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA ELECTRICAL CODE (CEC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3
(2020 NATIONAL ELECTRICAL CODE AND 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA MECHANICAL CODE (CMC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4
(2021 IAPMO UNIFORM MECHANICAL CODE AND 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA PLUMBING CODE (CPC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5
(2021 IAPMO UNIFORM PLUMBING CODE AND 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA ENERGY CODE (CEC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6

2022 CALIFORNIA FIRE CODE (CFC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9
(2021 INTERNATIONAL FIRE CODE AND 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA EXISTING BUILDING CODE (CEBC)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 10
(2021 INTERNATIONAL EXISTING BUILDING CODE AND 2022 CALIFORNIA
AMENDMENTS)

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 11

2022 CALIFORNIA REFERENCED STANDARDS CODE
CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12
(PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS)

2022 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS
(PER 2022 CBC PART 2 CH 35)
CAL/OSHA ELEVATOR UNIT ENFORCES CCR TITLE 8 AND USES THE 2004 ASME A17.1 BY
ADOPTION

- B. Changes to the approved drawings and specifications shall be made by an addendum or a Construction Change Document approved by the Division of the State Architect, as required by Section 4-338, Part 1, Title 24, CCR.
- C. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Period: Warranty period specified in each sections are minimum requirements. Do not modify manufacturer's standard warranty period if the manufacturer's warranty has longer warranty period.
- D. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with "or equal".
6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Product Substitutions" Article to obtain approval by Architect for use of an unnamed product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include custom or premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes standard, custom, and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 35 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect

will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction and has paid any fees.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 11. Furnish samples upon requested by Architect.
 12. Attached Request for Substitution Form shall used for substitution requests.
- C. Substitutions for products or systems involving structural, fire/life safety and access compliance will be considered a Construction Change Document or Addendum, and will require DSA approval. This will add time required to review those substitutions requiring DSA approval. Contractor is solely responsible for all documentation and time required to obtain DSA approval.
1. The use of a product other than specified or noted on the Drawings will require the Contractor to get Engineer, Architect and DSA approval.
 2. The Contractor shall be responsible to provide any information, calculations or drawings to show compliance with the DSA approved drawings and provide all documentation to the Architect and/or Engineer of record.
 3. Any changes or "substitutions" that impact or relate to DSA requirements for structural, ADA or fire and life safety MUST be approved by DSA prior to proceeding with the work.
 4. The Contractor shall also be responsible for all costs to the DSA, Architect or Architect consultants for review, co-ordination, and approval by the DSA.
 - a. All costs for submittal to DSA and Architect/ design team expenses shall be back charged to the Contractor.

PART 3 - EXECUTION

3.1 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Product List Form.
 - 2. Similar Installation List Form.
 - 3. Substitution Request Form.

END OF SECTION 01 60 00

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous construction waste.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice to Proceed.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Qualification Data: For Waste Management Coordinator.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.

3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 1. Comply with Division 1 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 02 41 19 - SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Section includes site demolition, removal and disposal.
 - 1. This section includes, but is not necessarily limited to the demolition, removal and disposal of buildings, paving, utilities, septic tanks and disposal field, and water well, as shown on the Site Project Drawings.
- B. Related Work Described Elsewhere
 - 1. Section 311000 Site Clearing
 - 2. Section 312000 Earth Moving
 - 4. Division 26 Electrical
 - 5. California Fire Code.

1.2 SUBMITTALS

- A. Submit record documents under General Provisions.

1.3 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent structures and property.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Conduct operations with minimum interference to public or private thoroughfares. Maintain protected egress and access at all times.
- D. Do not close or obstruct roadways and sidewalks without permits.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide materials, not specifically described but required for proper completion of the work of this Section, as selected by the Contractor, subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prevent movement or settlement of remaining structure. Provide bracing and shoring as required. Contractor shall be responsible for design of all shoring and bracing.
- B. Contact all necessary utility companies for removal after transfer of existing utility lines within demolition areas. Demolition and removal by contractor.
- C. Mark location of re-routed utilities. Identify utilities and indicate capping locations on project record documents.

- D. Contact County Health Department Jurisdiction to obtain permits for abandoning water wells, septic tanks, and disposal fields.

3.2 EXECUTION

- A. Refer to the Site Project Drawings with demolition notes, selectively demolish indicated structures and appurtenances in an orderly and careful manner.
- B. Verify location of all utilities prior to demolition. Ensure the existing utilities to remain are protected from damage during demolition.
- C. Cease operations and notify Architect immediately if remaining structure appears to be endangered. Do not resume operations until corrective measures have been taken.
- D. Except where noted otherwise, immediately remove demolished material from site.
- E. Relics, antiques, and similar objects remain the property of the District. Notify Architect prior to removal, and obtain acceptance regarding method of removal. Relics and antiques may include:
 - 1. Cornerstones and commemorative plaques.
 - 2. Historical remains or artifacts.
 - 3. Time capsules and memorabilia placed by students, staff or the school administration.
- F. Remove and properly dispose of contaminated, vermin infested, or dangerous materials encountered.
- G. Do not burn or bury materials on site.
- H. Keep work sprinkled to minimize dust. Provide hoses and water main or hydrant connections for this purpose.
- I. Rough grade and compact areas affected by demolition to maintain site grades and contours.
- J. Remove demolished materials from site as work progresses. Leave site in clean condition.
- K. All materials removed from site shall be disposed of according to all federal, state, and local requirements.
- L. Remove and properly dispose of septic waste, contaminated soil, or dangerous materials encountered. Abandon tank in manner approved by County Health Department.
- M. Remove water well pump and piping. Seal well casing as approved by County Health Department requirements and properly dispose of contaminated soil, or dangerous materials encountered.

END OF SECTION

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HARDWARE GROUP NO. 01

3	EA	HINGE	8030	DAC
1	EA	EXIT DEVICE	AX-98-L-WH-630	LCN
1	EA	FLOOR STOP	TBD	IVE
1	EA	KICK	8400 10"	IVE

HARDWARE GROUP NO. 02

6	EA	HINGE	8030	DAC
2	EA	EXIT DEVICE	AX-98-L-WH-630	LCN
2	EA	FLOOR STOP	TBD	IVE
2	EA	KICK	8400 10"	IVE

END OF SECTION

SECTION 11 68 33 – ATHLETIC EQUIPMENT

PART 1 - GENERAL

1.1 SCOPE

- A. A. Drawings and general provisions of the Contract, including General Conditions apply to work of this section.
- B. B. The Contractor shall provide all materials, labor and equipment to complete the work that includes but is not limited to the following:
 - 1. Beach Volleyball
 - a. Poles with padding and sleeves with sand cover
 - b. Net
 - c. Boundary line webbing
 - d. Referee stand and padding
 - e. Court Sand

1.2 RELATED SECTIONS

- A. SCCD Section 321313: Site Concrete Improvements

1.3 REFERENCES

- A. USA Volleyball Beach Rules Book, current addition

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit data indicating construction materials, sizes and thicknesses, colors and finishes, assembly details and manufacturer's installation information.

1.5 COORDINATION

- A. Coordinate work with related trades.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Beach Volleyball (reference manufacturer, unless noted otherwise, is United Volleyball Supply, LLC, or equal)
 - 1. 1Posts: Aluminum Monson Slider Pole System (3.5" OD) with white powder coating. POP aluminum sand sleeve (4" OD) with caps, and neoprene sleeve covers with Velcro fastener.
 - 2. Net: PBN4, 4" pro beach net with Kevlar cords. Owner selected tape color.
 - 3. Post Padding: VPSP 2" standard round pad. Owner selected color.
 - 4. Boundary Lines: 2" wide Pro Adjustable Webbing. Owner selected color.
 - 5. Referee Stand: Porter Athletics #3070 folding judges stand with #6693XX protective padding (Owner selected color), and support disk at front and rear legs (2 required) for sand installation.
 - 6. Court Sand: Comply with USAV ProCourt Sand specifications. Sand shall be washed, clean, and well graded per the following:

USAV Recommendations for SAND Specifications								
Material Sizes (% retained)	Grade	Gravel	V. Course	Course	Medium	Fine	V.Fine	Pan (Clay+Silt) <0.05
	Millimeter	2.0mm	1.0mm	.5mm	.25mm	.15mm	.05mm	
	Screen	#10	#18	#35	#60	#100	#270	
	Benchmark	0	5.1	46	41.8	3.9	2.4	0.7
USAV Standards	USAV CI*	50%	50%	10%	10%	15%	30%	25%
	Acc Var**	0	2.6-7.7	41.4-50.6	37.6-45.9	3.3-4.5	1.7-3.1	0.5-0.9
%Recommended		<2%	<15%	Combined 78% to 100%		<5%		<3%
Penetrometer Value (kg/cm2)		Crusting	Crusting	Color (dry)		Infiltration Rate (In/Hr)		Sphericity/Angularity
Acceptable: 1.8 to 2.4; Superior > 24		Light to None		Personal Preference		>20 inches/hour		Angular to Subangular
*USAV Confidence Interval								
**Acceptable Variance								

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions and that finish grading and or hardscape improvements are complete prior to installation.

3.2 PREPARATION

- A. Identify installation locations.
- B. Locate, identify, and protect existing above and below grade utilities and improvements from damage.
- C. Employ equipment and methods appropriate to the work site.

3.3 INSTALLATION

- A. Install per detailed drawings and in conformance with the manufacturer's installation instructions.
- B. Court sand shall be graded to a smooth plane without dips or ridges greater than 0.04'.

3.4 PROTECTION

- A. A. Protect the Work of this section until Substantial Completion. Repair and/or replace at the Contractor's expense any damage to existing or newly constructed improvements to the satisfaction of the Owner.

3.5 CLEANUP

- A. A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION 11 68 33

SECTION 26 05 00

GENERAL REQUIREMENTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work of this Section consists of providing all required labor, supervision, materials and equipment (except equipment furnished by the Owner to be installed by the Contractor) to satisfactorily complete the work shown on the drawings and/or specified in all Sections of Division 26 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete and fully operating facility. The work shall include but not be limited to the following:
 - 1. Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated electrical systems.

1.2 RELATED WORK:

- A. This Section provides the basic Electrical Requirements which supplement the General Requirements of Division 1 and apply to all Sections of Division 26.

1.3 STANDARDS AND CODES:

- A. All work and material shall be in compliance with and according to the requirements of the latest revision of the following standards and codes:
 - 1. California Electrical Code (CEC)
 - 2. National Fire Protection Association (NFPA):
 - a. 70 National Electrical Code (NEC)
 - 3. American National Standards Institute (ANSI) Publications:
 - a. C2-02 National Electrical Safety Code
 - 4. Code of Federal Regulations (CFR):
 - a. 29 CFR 1910.147 Control of Hazardous Energy (Lock Out/Tag Out)
 - 5. Electronics Industries Association / Telecommunications Industries Association (EIA / TIA)
 - 6. Institute of Electrical and Electronics Engineers (IEEE)
 - 7. National Electrical Testing Association (NETA):
 - a. Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems, Standard ATS
 - 8. National Electrical Manufacturers Association (NEMA)
 - 9. Occupational Safety and Health Act (OSHA) Standards
 - 10. State of California Public Utilities Commission:
 - a. General Order 128 Rules for Construction of Underground Electric Supply and Communication Systems
 - 11. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply.

Construction Documents

12. Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Safety labeling and listing by other organizations, such as ETL Testing Laboratories, may be substituted for UL labeling and listing if acceptable to the Owner. Provide service entrance labels for all equipment required by the NEC to have such labels.

1.4 SUBMITTALS:

- A. As specified in Division 1. Submit to the Engineer shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Obtain approval before procurement, fabrication, or delivery of the items to the job site. Partial submittals are not acceptable and will be returned without review.
- B. Submittals are required for all items, regardless of whether they are furnished as specified or are substituted.
- C. Submittals shall be provided prior to the purchasing and installation of the item(s) being submitted. Any work done prior to the final approval of the submittal shall be done at risk and any modifications, changes, or re-work that may be required resulting from the final submittal review shall be provided by the Contractor at no additional cost to the project.
- D. Information to be submitted includes manufacturer's name, trade name, equipment model number, nameplate data, equipment drawings including: size, layout dimensions and capacity, manufacturer's descriptive literature of cataloged products, diagrams, fault and coordination study, seismic calculations, test data, and performance and characteristic curves as applicable. Furnish project specification and paragraph reference, applicable Federal, Industry and Technical Society Publication References, and years of satisfactory service of each item required to establish contract compliance. Photographs of existing installations and data submitted in lieu of catalog data are not acceptable and will be returned without approval.
- E. If submittal information includes multiple products, items being submitted for approval shall be clearly identified and Items not to be used on the project shall be clearly marked out. Submittals consisting of manufacturer's catalogs without clearly marking out items not being used will be returned as not reviewed.
- F. Organize submittals for equipment and items related to each specification section together as a package.
- G. Submit submittal packages in digital PDF format.
 1. Certificates of Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this contract. Preprinted certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the

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quality of that item. Certification shall not contain statements that imply the item does not meet requirements specified, such as "as good as", "achieve the same end use and results as materials formulated in accordance with the referenced publications;" or "equal or exceed the service and performance of the specified material." Certifications shall state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official, authorized to sign certificates of conformance.

H. Substitutions:

1. The equipment included in the Contract Documents is used to establish standards of quality, utility, size, and appearance. Equipment which in the opinion of the Engineer is equal in quality, utility, size, and appearance will be approved as substitutions to that specified.
 - a. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are approved by the Engineer prior to bidding.
2. Substitutions will be accepted for review where there is a reasonable reason for the substitution. Reasonable reasons include:
 - a. Cost savings to the Owner. Include deductive change order with submittal.
 - b. A product with features providing additional benefits to the end user.
 - c. Improved finished environment, lay out of the final installation, or space savings over the specified equipment.
 - d. Delivery considerations.
 - e. Owner's specific requests.
3. Where items are noted as "or equal", a product of equal design, construction and performance will be considered.
4. Any item proposed as a substitute shall be accompanied by the following:
 - a. Drawings and/or data giving sizes, capacities, all pertinent test data, catalog cut sheets, product information, and all other necessary information required to substantiate that the product is equal or exceeds that specified.
 - b. A summary sheet noting each performance characteristic noted in the specification section or elsewhere in the contract documents of the specified product and the corresponding performance characteristics of the proposed substitution. The summary sheet shall contain the following information:
 - 1) Reason for Substitution Request
 - 2) Pertinent Performance Characteristics
 - 3) Specified Product Values
 - 4) Substituted Product Values
 - c. Any substitution request that does not include the above information shall be rejected.

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- d. Refer to the end of this specification section for an example form to be used for substituted products. A Microsoft Word version of the form can be provided to the Contractor for their use upon request.
 5. Substitutions shall be equal, in the opinion of the Engineer, to the specified equipment. The burden of proof of such shall rest with the Contractor. When the Engineer in writing accepts a substitution, it is with the understanding that the Contractor guaranteed the substituted equipment to be equal to the one specified and dimensioned to fit within the construction. Approved substitutions shall not relieve the Contractor of responsibilities for the proper execution of the work, or from any provisions of the Plans or Specifications.
 6. Contractor shall be responsible for coordination of the substituted products with other trades. Provide all additional connectivity, equipment, increased wire/conduit size, installation hardware, testing, and other miscellaneous appurtenances as required for a complete and fully functional installation.
 7. Only one substitution will be considered for each product specified.
 8. Alternate manufacturers must be submitted for approval 10 days prior to bid date unless noted otherwise in Division 1.
 9. The Contractor shall be responsible for all expenses in connection with the substitution materials, process, and equipment, including the effect of his/her substitution on him/her, his/her sub-Contractor's or other Contractor's work. No substitution shall be permitted without written authorization of the Engineer. Any assumptions on the acceptability of a proposed substitution prior to acceptance by the Engineer are at the sole risk of the Contractor.
- I. Change Orders:
1. Where a change to the contract documents would result in a credit due to the Owner or a value add change to the project, provide a detailed change order request for the Engineer to review.
 2. It shall be understood that the Engineer's review of costs associated with the change order shall not constitute approval of the change order or their associated costs. The Engineer's review shall be intended to assist the Owner in evaluating the costs associated with the change only. Final approval or rejection of the change order shall be at the discretion of the Owner.
 3. Change order requests shall include the following information:
 - a. Description of the change
 - b. Reference to the document or written direction to make the change:
 - 1) In the case of design-team directed changes, reference the drawing/sketch number or RFI number.
 - 2) In the case of Owner-directed changes, reference the email, memo, or other written direction from the Owner and provide a copy of the direction.
 - c. Detailed cost breakdown for the change:
 - 1) Line item for each material noting:

- (a) Material used (e.g. $\frac{3}{4}$ " EMT)
 - (b) Total quantity (e.g. 200lf)
 - (c) Unit cost (e.g. \$2/lf)
 - (d) Total materials cost (e.g. \$400)
 - (e) Unit labor hours (e.g 6hrs/100lf)
 - (f) Total labor hours (e.g. 12hrs)
 - (g) Hourly rate (e.g. \$90/hr)
 - (h) Total labor cost (e.g. \$1,080)
- 2) Total labor hours for each position (e.g. Journeyman vs. Superintendent)
 - 3) Total materials cost
 - 4) Overhead
 - 5) Profit
 - 6) Total change order value (positive for value added changes, negative for credits)
- J. Closeout Submittals:
1. As-built drawings: Submit As-Built Record documents as in accordance with section 3.05 below.
 2. Cost analysis: Submit final cost information including original bid and any change orders broken down by system, material and labor costs (as applicable):
 - a. Power distribution
 - b. Lighting and lighting controls
 - c. Low Voltage systems
 3. Operation and Maintenance Manuals: Furnish O & M Manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1. Electrical O & M Manuals shall be provided in a single transmittal and shall include as a minimum:
 - a. Copies of equipment supplied on the project.
 - b. Instruction manuals including operation instructions and maintenance requirements/recommendations.
 - c. List of suppliers for all equipment with addresses and telephone numbers.
 - d. List of service support for all equipment with addresses and telephone numbers.
 - e. Copies of all test reports required in Division 26 specification sections.
 - f. Spare Parts: For each piece of equipment, submit a list of recommended spare parts. Include part numbers and the name, address, and telephone number of the supplier.
 - g. Other closeout documentation and test results as required under other sections of the specifications.
 - h. Warranty for all work, equipment, and systems, including Contractor's general warranty.

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- i. All warranties begin as per the Contract, Division 1 or final acceptance of the Work by the Owner, Architect, Engineer, and Authority Having Jurisdiction, which ever is later.
 - 1) Lamps, drivers, and ballasts are to be covered as per specification 26 50 00.
 - 2) Manufacturer's Warrantees and Guarantees that are longer than the base contract/specified amount are to be provided with the manuals.
 - 3) The Contractor is responsible for all Warranty and Guarantee work whether or not the Manufacturer also Warrantees and Guarantees the product.

1.5 CONTRACT DOCUMENTS:

- A. Review the Drawings and Specification Divisions of other trades and perform the electrical work that will be required for the installations.
 1. Should there be a need to deviate from the Electrical Drawings and Specifications, submit written details and reasons for all changes to the Engineer for favorable review.
 2. All drawings and divisions of these specifications shall be considered as whole. This Contractor shall report any apparent discrepancies prior to submitting bids.
 3. Should there be a conflict or discrepancy between the drawings and specifications, or between different drawings sheets, or between different specification sections, the most expensive option shall be required, at the discretion of the Engineer.
- B. Drawings:
 1. The Drawings shall govern the general layout of the completed construction:
 - a. Locations of equipment, inserts, anchors, panels, pullboxes, manholes, conduits, stub-ups, fittings, power and convenience outlets, lighting fixtures and ground connections are approximate unless dimensioned; verify locations with the Engineer prior to installation. Field verify scaled dimensions on Drawings.
 - b. The general arrangement and location of existing conduits, piping, apparatus, etc., is shown as existing on drawings or specified. The drawings and specifications are for the assistance and guidance of the Contractor, exact locations, distances and elevations are governed by actual field conditions. Extreme accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The Contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for additional compensation shall be limited to those for work required by unforeseen conditions as determined by the Engineer.

1.6 COORDINATION:

- A. Coordinate the electrical work with the other trades, code authorities, utilities and the Engineer:
 - 1. Failure to accomplish this coordination is not a basis for additional cost reimbursement to the Contractor.
 - 2. Coordinate does not mean to only send a Request For Information. Coordinate implies that the Contractor is to take the lead in bringing all of the necessary organizations together to coordinate the work and to provide for the associated costs.
- B. Where connections must be made to existing installations, properly schedule all the required work, including the power shutdown periods. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities:
 - 1. Include costs for work during non-normal working hours and temporary facilities as may be required.
 - 2. Include costs as necessary for sub-Contractors as necessary to accomplish the specified work.
- C. When two trades join together in an area, make certain that no electrical work is omitted. Failure to accomplish this coordination is not a basis for additional cost reimbursement to the Contractor.
- D. Operations:
 - 1. Perform all work in compliance with Division 1:
 - a. Keep the number and duration of power shutdown periods to a minimum.
 - b. All shutdowns which would interfere with the operations of Owner's equipment or facilities shall be coordinated with the Owner a minimum of 15 days in advance.
 - 1) Where Owner's equipment or facilities must remain operational during the shutdown, provide sufficient means to temporarily backup the interrupted services for the duration of the interruption.
 - c. Show all proposed shutdowns and their expected duration on the construction schedule.
 - 1) If the construction schedule is created and maintained by others, make sure that the associated information is incorporated.
 - 2) Failure by the Contractor to properly schedule and plan for such activities is not a basis for additional compensation.
 - d. Carry out shutdown only after the Engineer has favorably reviewed the schedule. Submit power/communications interruption schedule 15 days prior to date of interruption. Failure to provide schedule with adequate review time may result in rescheduling of the work at the Contractor's expense.
- E. Construction Power:
 - 1. See Division 1 Temporary Utilities.

F. Storage:

1. Provide adequate storage for all equipment and materials which will become part of the completed facility so that it is protected from sun, weather, condensation, dust, water, or construction operations.

G. Damaged Products:

1. Notify the Engineer in writing in the event that any equipment or material is damaged. Obtain approval from the Engineer and Manufacturer before making repairs to damaged products.

- H. Order material in such a timely manner and after approval of the same so as to insure that the approved material is available to be installed on site in a timely manner. Additional costs or substitutions necessitated because the Contractor failed to order material in a timely manner are not reimbursable. Costs associated with processing of paperwork by the Owner and design consultants resultant of such failures to coordinate the work by the Contractor shall have such costs reimbursed by the Contractor.

1.7 LOCATIONS:

- A. General: Use equipment, materials and wiring methods suitable for the types of locations in which they are located.

1. Dry Locations:

- a. All those indoor areas which do not fall within the definition below for Wet Locations and which are not otherwise designated on the Drawings.

2. Wet Locations:

- a. All locations exposed to the weather or contact with water (such as kitchen areas subject to directional water spray as a means of cleaning surfaces), whether under a roof or not, unless otherwise designated on the Drawings.

1.8 SAFETY AND INDEMNITY:

A. Lock out Requirements:

1. Provide disconnecting means capable of being locked out for machines and other equipment to prevent unexpected startup or release of stored energy in accordance with 29 CFR 1910.147

- B. The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and properly during performance of the work. This requirement will apply continually and not be limited to normal working hours.

1. No act, service, drawing review or construction review by the Owner, the Engineer or their Consultants is intended to include reviews of the adequacy of the Contractors safety measures in or near the construction site.
2. The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or

death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.

PART 2 PRODUCTS

2.1 **STANDARD OF QUALITY:**

- A. **Material and Equipment:** Provide materials and equipment that are new and are current products of manufacturers regularly engaged in the production of such products. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year period includes use of equipment and materials of similar size under similar circumstances. For uniformity, only one manufacturer will be accepted for each type of product.
- B. **Service Support:** Submit a certified list of qualified permanent service organizations including their addresses and qualification for support of the equipment. These service organizations shall be convenient to the equipment installation and able to render service to the equipment on a regular and emergency basis during the warranty period of the contract.
- C. **Manufacturer's Recommendations:** Where installation procedures are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendation shall be cause for rejection of the equipment or material.

2.2 FASTENERS:

- A. Fasteners for securing equipment to walls, floors and the like shall be either hot-dip galvanized after fabrication or stainless steel.

2.3 FINISH REQUIREMENTS:

- A. **Equipment:** Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the Engineer.
- B. In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

PART 3 EXECUTION

3.1 PRE-CONSTRUCTION SITE WALK

- A. Prior to commencing work, the contractor shall perform a pre-construction site walk and shall make note of any existing deficiencies of the electrical/low voltage systems, damage to electrical/low voltage systems, or malfunctioning electrical/low voltage

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equipment. Provide the Engineer with a written list of deficiencies found prior to commencing work.

3.2 INSTALLATION:

- A. Ensure that all equipment and materials fit properly in their installation.
- B. Perform any required work to correct improperly fit installation at no additional expense to the Owner.
- C. Equipment Installation:
 - 1. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
 - 2. In all rooms with concrete floors, install all floor mounted equipment on reinforced concrete pads as shown. Insure that pads are seismically secured to the building structure. The Contractor, suppliers, and fabricators shall take this requirement into consideration when designing, fabricating, and installing panels and other enclosures so that height above the floor of the operating handles of electrical devices meets the requirements of these Specifications and applicable codes.
 - 3. Mount all metal panels which are mounted on or abutting concrete walls or any outside walls a minimum of ¼ inch from the wall, and paint the back sides of the panels with Bituminous Coating, Rust-oleum C9578 Coal Tar Epoxy Coating or approved equal. Film thickness shall be 10 mils minimum.
- D. Cutting, Drilling and Welding:
 - 1. Provide the required cutting, drilling welding that is required for the electrical construction work. Comply with Division 1 requirements.
 - 2. Structural members shall not be cut or drilled, except after approval by the Engineer. Use a core drill wherever it is necessary to drill through concrete or masonry.
 - 3. Provide the required welding for equipment supports. Conduits and fittings shall not be welded to structural steel. Where welding is required, it shall be accomplished by tradesmen certified to do such work. Provide fire and other protection as appropriate.

3.3 FIELD TESTS:

- A. Test shall be in accordance with Acceptance Testing specifications issued by the National Electrical Testing Association (NETA).
- B. Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all circuits and components, and demonstrate as ready for service. Perform each operational check three times to ensure the circuit and components are working properly. Make additional calibration and adjustments if it is determined later that the initial adjustments are not satisfactory for proper performance. Perform equipment field test for equipment where equipment field tests are specified in the equipment Specifications. Give sufficient notice to the Engineer prior to any test so

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that the tests may be witnessed.

- C. Provide instruments, other equipment, temporary facilities as may be necessary, and material required for the tests. These shall be of the type designed for the type of tests to be performed and shall be calibrated by a recognized testing laboratory within three months prior to testing.
- D. Operational Tests: Operationally test all circuits to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, including alarm conditions.
- E. Re-testing will be required for all unsatisfactory tests after the equipment or system has been repaired. Re-test all related equipment and systems if required by the Engineer. Repair and re-test equipment and systems which have been satisfactorily tested but later fail, until satisfactory performance is obtained.
- F. Perform calibration and adjustment on all equipment. Where the values for adjustment are not shown on the Drawings, obtain the proper values from the Engineer.
- G. Maintain records of each test and submit five copies to the Engineer when testing is complete. All tests shall be witnessed by the Owner and/or Engineer at their discretion. These records shall include:
 - 1. Name of equipment tested.
 - 2. Date of report.
 - 3. Date of test.
 - 4. Description of test setup.
 - 5. Identification and rating of test equipment.
 - 6. Test results and data.
 - 7. Name of person performing test.
 - 8. Owner or Engineer's initials.
- H. Items requiring testing as a minimum:
 - 1. Ground field grid.
 - 2. Circuit Breakers.

3.4 PAINTING OF EQUIPMENT:

- A. Factory Applied: Electrical equipment shall have factory applied painting system which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical section.
- B. Field Applied: Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria.

3.5 RECORDS:

- A. Maintain one copy of the contract Drawing Sheets on the site of the work for recording the record "as built" condition. After completion of the work, the Contractor shall

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neatly and carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. The following requirements shall be complied with:

1. Drawings and associated as-built changes shall be completed in AutoCAD or Revit and submitted in CAD/Revit as well as PDF format. Documents with hand-written changes or with RFI responses and field sketches pasted on shall not be acceptable. Engineer shall make digital backgrounds of original contract documents available for Contractor's use upon request.
2. Cable Size and Type: Provide the size and type of each cable installed on the project.
3. Substructure: Where the location of duct lines, adjacent utilities, cable boxes, and manholes are found to differ than shown, carefully mark the correct location on the Drawings. Work shall be dimensioned from existing improvements.
4. Record (As Built) Drawings: At the completion of the Work the Contractor shall provide a set of record "as built" drawings over to the Owner for his use.
 - a. Record drawings are required to be transmitted within 30 days of beneficial occupancy.
 - b. Transmittal and approval process:
 - 1) Contractor is to transmit one digital copy for review and comment.
 - 2) After acceptance of the above, the Contractor is to transmit three printed sets and one digital reproducible set.
 - 3) Contractor to provide information on their company in the margin of record drawings along with the date of the revisions and the associated revision number.

3.6 POSTED OPERATING INSTRUCTIONS:

- A. Provide for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:
 1. Single line diagrams, wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment at each major piece of distribution equipment.
 2. Start up, proper adjustments, operating, lubrication and shutdown procedures.
 3. Safety precautions.
 4. The procedure in the event of equipment failure.
 5. Other items of instruction as recommended by the manufacturer of each system or item of equipment.
- B. Instruction to Owner's Personnel:
 1. Where specified in the technical sections, furnish the services of competent instructors to give full instruction to designated personnel in the adjustment, operation and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar

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with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or systems has been accepted and turned over to the Owner for regular operation. The number of man-days (8 hours per day) of instruction furnished shall be as specified in the individual section. When more than 4 man-days of instruction are specified, use approximately half of the time for classroom instruction. Use other time for field instruction with equipment or system. When significant changes or modifications in the equipment or system are made under the terms of the contract, provide additional instructions to acquaint the operating personnel with the changes or modifications.

2. Contractor shall video record all training sessions and shall provide the Owner with a copy of the recording at the conclusion of the training. Recording shall be in digital video format (MP4, AVI, or similar) and shall be provided on USB stick or DVD labeled with the Contractor's contact information, the training topic, and date of training.
3. Contractor shall maintain an attendance sheet from each session which contains the following information:
 - a. Attendees with associated arrival and departure time.
 - b. Topics covered.
 - c. Information provided.
 - d. Signatures of attendees taken at the completion of the session.

3.7 CLEAN UP:

- A. Thoroughly clean all soiled surfaces of installed equipment and materials, including, but not limited to, removal of all dirt, dust, debris, and unused construction materials.
- B. Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the Engineer.

(1)

(2) **Substitution Request Form**

(3)

(4) Project Name: _____

(5) Request Date: _____

(6)

(7) Submittal Name: _____

(8) Submittal Number: _____

(9)

(10) Reason for Substitution Request (check all that apply):

(11)

Reason	Additional Information
<input type="checkbox"/> Cost savings to the owner	<i>(Note cost savings here)</i>
<input type="checkbox"/> A product with features providing additional benefits to the end user	<i>(Note benefits here)</i>
<input type="checkbox"/> Improved finished environment, lay out of the final installation, or space savings over the specified equipment	<i>(Note benefits here)</i>
<input type="checkbox"/> Delivery considerations	<i>(Note schedule savings here)</i>
<input type="checkbox"/> Owner's specific requests	<i>(Note requested change and who made request here)</i>

(12)

(13) Product Data Information (provide one line per performance characteristic):

Property	Specified	Substitution	Meets	Exceeds
<i>(e.g. Thermal Rating)</i>	<i>(e.g. 90° C)</i>	<i>(e.g. 90° C)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

(14)

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single conductor building wire.
- B. Underground feeder and branch-circuit cable.
- C. Service entrance cable.
- D. Wiring connectors.
- E. Electrical tape.
- F. Heat shrink tubing.
- G. Oxide inhibiting compound.
- H. Wire pulling lubricant.
- I. Cable ties.
- J. Firestop sleeves.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- H. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); 2007.

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- I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- J. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- M. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- N. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Most Recent Edition, Including All Revisions.
- O. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- P. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- Q. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- R. UL 493 - Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables; Current Edition, Including All Revisions.
- S. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- T. UL 854 - Service-Entrance Cables; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.8 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Armored cable is not permitted.
- E. Metal-clad cable is not permitted.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- H. Conductor Material:

Construction Documents

1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size:
1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
 2. Control Circuits: 14 AWG.
- J. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- K. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.
 - c. For control circuits, comply with manufacturer's recommended color code.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. General Cable Technologies Corporation; ____: www.generalcable.com/#sle.
 - c. Southwire Company: www.southwire.com/#sle.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.

- b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
 - a. Size 6 AWG and Larger: Type XHHW-2.
 - b. Installed Underground: Type XHHW-2.
 - c. Fixture Wiring Within Luminaires: Type TFFN/TFN for luminaires with labeled maximum temperature of 90 degrees C; Approved suitable type for luminaires with labeled maximum temperature greater than 90 degrees C.

2.4 UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE

- A. Manufacturers:
 - 1. Southwire Company: www.southwire.com/#sle.
- B. Description: NFPA 70, Type UF multiple-conductor cable listed and labeled as complying with UL 493, Type UF-B.
- C. Provide equipment grounding conductor unless otherwise indicated.
- D. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- E. Insulation Voltage Rating: 600 V.

2.5 SERVICE ENTRANCE CABLE

- A. Manufacturers:
 - 1. Copper Service Entrance Cable:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. Encore Wire Corporation: www.encorewire.com/#sle.
 - c. Southwire Company: www.southwire.com/#sle.
- B. Service Entrance Cable for Above-Ground Use: NFPA 70, Type SE multiple-conductor cable listed and labeled as complying with UL 854, Style R.
- C. Service Entrance Cable for Underground Use: NFPA 70, Type USE single-conductor cable listed and labeled as complying with UL 854, Type USE-2, and with UL 44 Type RHH/RHW-2.
- D. Conductor Stranding: Stranded.
- E. Insulation Voltage Rating: 600 V.

2.6 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors.
- D. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 - 3. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
 - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors where connectors are required.
 - 5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
 - 6. Conductors for Control Circuits: Use crimped terminals for all connections.
- E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - c. NSI Industries LLC: www.nsiindustries.com/#sle.
- H. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy LLC; _____: www.burndy.com/#sle.
 - b. IlSCO: www.ilsco.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
- I. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
 - 1. Manufacturers:
 - a. Burndy LLC; _____: www.burndy.com/#sle.
 - b. IlSCO: www.ilsco.com/#sle.

- c. Thomas & Betts Corporation: www.tnb.com/#sle.

2.7 ACCESSORIES

A. Electrical Tape:

1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Burndy LLC; ____: www.burndy.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

1. Manufacturers:
 - a. Burndy LLC; ____: www.burndy.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - c. IlSCO: www.ilsco.com/#sle.

D. Wire Pulling Lubricant:

1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. American Polywater Corporation: www.polywater.com/#sle.
 - c. Ideal Industries, Inc: www.idealindustries.com/#sle.
2. Listed and labeled as complying with UL 267.

Construction Documents

3. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
4. Suitable for use at installation temperature.
- E. Cable Ties: Material and tensile strength rating suitable for application.
 1. Manufacturers:
 - a. Burndy LLC; ____: www.burndy.com/#sle.
- F. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for cables and roofing system to be installed; designed to accommodate existing penetrations where applicable.
 1. Products:
 - a. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
 - b. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
- G. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
 1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

- A. Circuiting Requirements:
 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.

Construction Documents

5. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 6. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
- E. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Exposed Cable Installation (only where specifically permitted):
1. Route cables parallel or perpendicular to building structural members and surfaces.
 2. Protect cables from physical damage.
- G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- H. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- I. Terminate cables using suitable fittings.
- J. Install conductors with a minimum of 12 inches of slack at each outlet.
- K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

- L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- M. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
- N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
 - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
 - 2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
 - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
- O. Insulate ends of spare conductors using vinyl insulating electrical tape.
- P. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- Q. Identify conductors and cables in accordance with Section 26 05 53.
- R. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with UL requirements.
- S. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
 - 1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.
- C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify exact locations of underground metal water service pipe entrances to building.
 - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

- C. Field quality control test reports.
- D. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
 - 3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.
- F. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.

Construction Documents

- a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
2. Metal Underground Water Pipe(s):
 - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
 - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
 - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
 3. Concrete-Encased Electrode:
 - a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
 4. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
 5. Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect grounding electrode conductor provided for service-supplied system grounding to this ground bar.
 - a. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
 - b. Where ground bar location is not indicated, locate in accessible location as near as possible to service disconnect enclosure.
 - c. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.
- G. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
1. Provide grounding electrode system for each separate building or structure.
 2. Provide equipment grounding conductor routed with supply conductors.
 3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
 4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.
- H. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing

Construction Documents

- electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
 7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
 - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
 - b. Metal gas piping.
 8. Provide bonding for metal building frame.
- I. Communications Systems Grounding and Bonding:
1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.
 2. Provide bonding jumper in raceway from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.
 - a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.
 - b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.
 - c. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
 - d. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:

- 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use exothermic welded connections for accessible connections.
 4. Manufacturers - Exothermic Welded Connections:
- D. Ground Bars:
1. Description: Copper rectangular ground bars with mounting brackets and insulators.
 2. Size: As indicated.
 3. Holes for Connections: As indicated or as required for connections to be made.
 4. Manufacturers:

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

Construction Documents

5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

END OF SECTION

SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Galvanized steel electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. High-density polyethylene (HDPE) conduit.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit; 2018.
- D. ASTM D1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal); 2010 (Reapproved 2019).
- E. ASTM D1598 - Standard Test Methods for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure; 2021.
- F. ASTM D1599 - Standard Test Method for Resistance to Short-Time Hydraulic Pressure of Plastic Pipe, Tubing, and Fittings; 2018.
- G. ASTM D2683 - Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing; 2020.
- H. ASTM D3261 - Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing; 2016.

Construction Documents

- I. ASTM F1055 - Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene and Crosslinked Polyethylene (PEX) Pipe and Tubing; 2016a (Reapproved 2022).
- J. ASTM F2160 - Standard Specification for Solid Wall High Density Polyethylene (HDPE) Conduit Based on Controlled Outside Diameter (OD); 2016.
- K. ASTM F2176 - Standard Specification for Mechanical Couplings Used on Polyethylene Conduit, Duct and Innerduct; 2017.
- L. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- M. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- N. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2017.
- O. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- P. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2020.
- Q. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2021.
- R. NEMA TC 7 - Solid-Wall Coilable and Straight Electrical Polyethylene Conduit; 2021.
- S. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- T. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- U. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- V. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.
- W. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- X. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- Y. UL 651A - Schedule 40 and 80 High Density Polyethylene (HDPE) Conduit; Current Edition, Including All Revisions.
- Z. UL 746C - Polymeric Materials – Use in Electrical Equipment Evaluations; Current Edition, Including All Revisions.
- AA. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- BB. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.
- CC. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.
- DD. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- B. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2-inch (53 mm) trade size and larger.

1.6 QUALITY ASSURANCE

- A. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:

Construction Documents

1. Under Slab on Grade: Use rigid PVC conduit.
 2. Exterior, Direct-Buried: Use rigid PVC conduit or HDPE.
 3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
 4. Where rigid polyvinyl chloride (PVC) conduit or high-density polyethylene (HDPE) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from underground.
 5. Where rigid polyvinyl (PVC) conduit larger than 2-inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit (RMC) elbows for bends.
 6. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.
 7. Where steel conduit emerges from concrete into soil, use corrosion protection tape to provide supplementary corrosion protection for a minimum of 4 inches on either side of where conduit emerges.
- D. Embedded Within Concrete:
1. Within Slab on Grade (within structural slabs only where approved by Structural Engineer): Use rigid PVC conduit.
 2. Within Slab Above Ground (within structural slabs only where approved by Structural Engineer): Use rigid PVC conduit.
 3. Within Concrete Walls Above Ground: Use rigid PVC conduit.
 4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from concrete.
 5. Where galvanized steel electrical metallic tubing (EMT) or galvanized steel rigid metal conduit (RMC) emerges from concrete into salt air, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.
- E. Concealed Within Hollow Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
- F. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- G. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- H. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC).
- I. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- J. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
1. Locations subject to physical damage include, but are not limited to:

- a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
- b. Where exposed below 20 feet in warehouse areas.
- K. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- L. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
- M. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).
 - 1. Maximum Length: 6 feet.
- N. Flexible Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit (FMC).
 - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
 - 3. Maximum Length: 6 feet unless otherwise indicated.
 - 4. Vibrating equipment includes, but is not limited to:
 - a. Transformers.
 - b. Motors.

2.2 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Electrical Service Conduits: See Section 26 21 00 for additional requirements.
- C. Fittings for Grounding and Bonding: See Section 26 05 26 for additional requirements.
- D. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- E. Provide products listed, classified, and labeled as suitable for purpose intended.
- F. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Underground, Interior: 1 inch (27 mm) trade size.
 - 3. Underground, Exterior: 1-inch trade size.
- G. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
 - 2. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
 - 3. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
- B. Conduit with integral fittings, such as Allied Tube and Conduit's "Kwik-Couple" are not permitted.

- C. Interior conduits shall be color-coded based on the wiring or system type they serve. Paint shall be factory applied by the manufacturer
 - 1. Normal Power Systems: No color
 - 2. Emergency and Standby Power Systems: Yellow
 - 3. Fire Alarm: Red
 - 4. Security: Orange
 - 5. Telephone and Data: Blue
 - 6. Audio/Visual: Purple
 - 7. Other Low Voltage: Green
- D. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- E. Fittings:
 - 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.us/#sle.
 - c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - 2. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
 - 3. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.
 - 4. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.
 - 5. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.4 FLEXIBLE METAL CONDUIT (FMC)

- A. Manufacturers:
 - 1. AFC Cable Systems, a division of Atkore International: www.afcweb.com/#sle.
- B. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- C. Fittings:
 - 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.

2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
 - 1. AFC Cable Systems, a division of Atkore International: www.afcweb.com/#sle.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
 - 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.

2.6 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
 - 2. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
 - 3. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
- B. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Conduits with integral fittings similar to Allied Tube & Conduit's "Kwik-Fit" shall not be used.
- D. Interior conduits shall be color-coded based on the wiring or system type they serve. Paint shall be factory applied by the manufacturer
 - 1. Normal Power Systems: No color
 - 2. Emergency and Standby Power Systems: Yellow
 - 3. Fire Alarm: Red
 - 4. Security: Orange
 - 5. Telephone and Data: Blue
 - 6. Audio/Visual: Purple
 - 7. Other Low Voltage: Green
- E. Fittings:
 - 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.us/#sle.
 - c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

Construction Documents

3. Material: Use steel or malleable iron.
 - a. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.7 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Manufacturers:

1. ABB; Carlon: www.carlon.com/#sle.
2. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
3. Cantex Inc: www.cantexinc.com/#sle.

B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

C. Fittings:

1. Expansion fittings similar to Carlon's "E945" series shall not be used.
2. Manufacturer: Same as manufacturer of conduit to be connected.
3. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.8 HIGH-DENSITY POLYETHYLENE (HDPE) CONDUIT

A. Manufacturers:

1. ABB; Carlon: www.electrification.us.abb.com/#sle.
2. Blue Diamond Industries, LLC: www.bdiky.com/#sle.
3. Eastern Wire + Conduit, a division of Atkore International: www.easternwire.com/#sle.

B. Description: NFPA 70, Type HDPE high-density polyethylene solid-wall conduit complying with ASTM F2160 and NEMA TC 7; list and label as complying with UL 651A; Schedule 40 unless otherwise indicated.

C. Joining Methods: Approved by HDPE conduit manufacturer.

D. Mechanical Fittings: Comply with ASTM F2176; list and label as complying with UL 651A.

E. Butt Heat Fusion Fittings: Comply with ASTM D3261.

F. Socket Fusion Fittings: Comply with ASTM D2683.

G. Electrofusion Fittings: Comply with ASTM F1055.

2.9 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Adhesive for HDPE Conduit:
 - 1. Specifically designed for bonding dissimilar materials in lieu of transition fittings, including but not limited to polyethylene, fiberglass, PVC, aluminum, and steel; UL 746C recognized.
 - 2. Approved by adhesive manufacturer for use with materials to be joined.
 - 3. Adhesive Shear Strength: Not less than 100 psi, when tested in accordance with ASTM D1002.
 - 4. Hydrostatic Pressure Resistance: No leaks, when tested in accordance with ASTM D1598 at 120 psi for 1,000 hours and when tested in accordance with ASTM D1599 at 250 psi.
 - 5. Products:
 - a. American Polywater Corporation; Polywater BonDuit Conduit Adhesive: www.polywater.com/#sle.
- E. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.
- F. Foam Conduit Sealant:
 - 1. Removable, two-part, closed-cell foam, specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 - 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 - 3. Rated to hold minimum of 10 ft water head pressure.
 - 4. Products:
 - a. American Polywater Corporation; Polywater AFT Foam Duct Sealant: www.polywater.com/#sle.
 - b. American Polywater Corporation; Polywater FST Foam Duct Sealant: www.polywater.com/#sle.
- G. Conduit Mechanical Seals:
 - 1. Listed as complying with UL 514B.
 - 2. Specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 - 3. Suitable for sealing around conductors/cables to be installed.
 - 4. Products:
 - a. American Polywater Corporation; PHRD SG Mechanical Seals: www.polywater-haufftechnik.com/#sle.
- H. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.
- I. Sealing Systems for Concrete Penetrations:

Construction Documents

1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
 2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.
 3. Products:
 - a. American Polywater Corporation; PZVR Cement-Coated Concrete Wall Sleeves: www.polywater-haufftechnik.com/#sle.
 - b. American Polywater Corporation; PHSD Mechanical Seals: www.polywater-haufftechnik.com/#sle.
 - c. American Polywater Corporation; PHSI 150 Varia Double Wall Inserts: www.polywater-haufftechnik.com/#sle.
 - d. American Polywater Corporation; PGKD Modular Seals: www.polywater-haufftechnik.com/#sle.
- J. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:
 - a. Alta Products, LLC; Sigrist Pipe Chase Housing, Curbs, and Exit Seals: www.altaproductsllc.com/#sle.
 - b. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
 - c. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
- K. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.
1. Products:
 - a. Quickflash Weatherproofing Products, Inc: www.quickflashproducts.com/#sle.
- L. Duct Bank Spacers: Nonmetallic; designed for maintaining conduit/duct spacing for concrete encasement in open trench installation; suitable for conduit/duct arrangement to be installed.
1. Products:
 - a. Advance Products & Systems, LLC; Duct Bank Spacers: www.apsonline.com/#sle
- M. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.
- N. Bore Spacers: Nonmetallic; designed for maintaining conduit/duct spacing for installation within casing; furnished with roller wheels to facilitate installation, openings

Construction Documents

to facilitate grout flow, and holes for stabilization cable; suitable for casing and conduit/duct arrangement to be installed.

1. Products:
 - a. Advance Products & Systems, LLC; Bore Spacers: www.apsonline.com/#sle.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- F. Conduit Routing:
 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 2. When conduit destination is indicated without specific routing, determine exact routing required.
 3. Conceal conduits unless specifically indicated to be exposed.
 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. Within joists in areas with no ceiling.
 5. Unless otherwise approved, do not route exposed conduits:
 - a. Across floors.
 - b. Across top of parapet walls.
 - c. Across building exterior surfaces.
 6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 7. Arrange conduit to maintain adequate headroom, clearances, and access.
 8. For power conduits, arrange conduit to provide no more than the equivalent of three 90 degree bends between pull points.
 9. For low voltage conduits, arrange conduit to provide no more than the equivalent of two 90 degree bends between pull points.
 10. Arrange conduit to provide no more than 150 feet between pull points.

Construction Documents

11. Route conduits above water and drain piping where possible.
 12. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 13. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 14. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - c. Flues.
 15. Group parallel conduits in same area on common rack.
- G. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
 8. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.
 9. Use of spring steel conduit clips for support of conduits is not permitted.
 10. Use of wire for support of conduits is not permitted.
 11. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.
- H. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 3. Use suitable adapters where required to transition from one type of conduit to another.

Construction Documents

4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 6. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 7. Secure joints and connections to provide mechanical strength and electrical continuity.
- I. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
 7. Provide metal escutcheon plates for conduit penetrations exposed to public view.
 8. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 84 00.
- J. Underground Installation:
1. Provide trenching and backfilling; see Section 31 23 16.13.
 2. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 18 inches.
 - b. Under Slab on Grade: 12 inches to bottom of slab.
- K. Embedment Within Structural Concrete Slabs (only where approved by Structural Engineer):
1. Secure conduits to prevent floating or movement during pouring of concrete.
- L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.

3. Where conduits are subject to earth movement by settlement or frost.

M. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - a. Where conduits enter building from outside.
 - b. Where service conduits enter building from underground distribution system.
 - c. Where conduits enter building from underground.
 - d. Where conduits may transport moisture to contact live parts.
2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
 - c. Where conduits penetrate coolers or freezers.
3. Where conduits cross boundaries of hazardous/classified locations, provide identified/listed sealing fittings or conduit mechanical seals as approved by authorities having jurisdiction; locate as indicated or in accordance with NFPA 70.

N. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

O. Provide grounding and bonding; see Section 26 05 26.

P. Identify conduits; see Section 26 05 53.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Boxes and enclosures for integrated power, data, and audio/video.
- D. Boxes for hazardous (classified) locations.
- E. Floor boxes.
- F. Underground boxes/enclosures.
- G. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 33.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 27 26 - Wiring Devices:
 - 1. Wall plates.
 - 2. Access floor boxes.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. SCTE 77 - Specifications for Underground Enclosure Integrity; 2017.

- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- L. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 - 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
 - 6. Coordinate the work with other trades to preserve insulation integrity.
 - 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
 - 8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, floor boxes, and underground boxes/enclosures.
 - 1. Underground Boxes/Enclosures: Include reports for load testing in accordance with SCTE 77 certified by a professional engineer or an independent testing agency upon request.
- B. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, cabinets and enclosures, floor boxes, and underground boxes/enclosures.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Keys for Lockable Enclosures: Two of each different key.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
 - 4. Use suitable concrete type boxes where flush-mounted in concrete.
 - 5. Use suitable masonry type boxes where flush-mounted in masonry walls.
 - 6. Use raised covers suitable for the type of wall construction and device configuration where required.
 - 7. Use shallow boxes where required by the type of wall construction.
 - 8. Do not use "through-wall" boxes designed for access from both sides of wall.
 - 9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 - 10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

Construction Documents

11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 12. Gangable or sectional boxes shall not be permitted.
 13. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
 - b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
 - c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.
 14. Wall Plates: Comply with Section 26 27 26.
 15. Manufacturers:
 - a. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
 - a. Indoor Clean, Dry Locations: Type 1, painted steel.
 - b. Outdoor Locations: Type 3R, painted steel.
 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
 4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
 5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
 6. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com/#sle.
 - c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com/#sle.
- D. Boxes and Enclosures for Integrated Power, Data, and Audio/Video: Size and configuration as indicated or as required with partitions to separate services; field-connected gangable boxes may be used.

Construction Documents

1. Recessed Wall Enclosure for Tele/Data Cabling: In-wall recessed enclosure for the installation of power and low voltage devices to feed residential units.
 - a. 14" wide by 42" tall by 3.75" deep flame-resistant ABS plastic enclosure.
 - b. Multiple 1" and 2" knockouts on the top and bottom of the enclosure for conduit terminations.
 - c. Single-gang knockouts on the bottom of the enclosure for installation of up to (2) single-gang j-boxes for power or low voltage.
 - d. Vented, hinged, and lockable door
 - e. Accessories:
 - 1) Rubber Grommets: Provide 1" and 2" grommets for each knockout removed
 - 2) Universal Shelf Bracket: Provide mounting bracket with holes for mounting and velcroing equipment in place. Provide one bracket per data switch, router, hub, or other miscellaneous equipment as required.
 - 3) Velcro: Provide 1/2" wide velcro as required to secure equipment and wiring in place, lengths as required.
 - 4) CATV Mounting Plate: Provide bracket for secure mounting of F-type CATV connectors, quantity as required.
 - 5) Tele/Data Mounting Bracket: Provide bracket for mounting of tele/data patch panels or bracket for installation of QuickPort style telephone and data connectors.
 - f. Manufacturer: Leviton 42" Wireless Structured Media Center, model #49605-42P with 5L000-LOK and manufacturer's accessories
2. Recessed Enclosure for Wireless Access Points: In-wall, non-metallic, recessed enclosure for the installation of Wireless Access Points.
 - a. 14" wide by 14" tall by 4" deep flame-resistant ABS plastic enclosure.
 - b. Multiple 1" and 2" knockouts on the top and bottom of the enclosure for conduit terminations.
 - c. Single-gang knockouts on the bottom of the enclosure for installation of up to (2) single gang j-boxes for power or low voltage.
 - d. Vented, hinged, and lockable door.
 - e. Manufacturers: Leviton 14" Wireless Structured Media Center, model #49605-14P with 5L000-LOK
3. Recessed Wall Boxes: In-wall recessed box for the installation of power and low voltage devices behind flat panel displays.
 - a. Provide quantity of gangs as required to feed all power and low voltage devices as shown on plans.
 - b. Low voltage j-box shall accommodate standard Decora style devices in addition to manufacturer's Intelligent Plate Solutions (IPS) devices. Refer to plans for types and quantities of connectors.
 - c. Box shall sit flush with wall, with cover provided over box opening. Cover shall be provided with cable pass-thru.

- d. Cover color shall be white, unless otherwise noted.
- e. Manufacturers:
 - 1) FSR Inc; PWB-100 Series: www.fsrinc.com/
- 4. Recessed Ceiling Boxes: Recessed in-ceiling box for installation of power and low voltage devices to serve a ceiling mounted AV equipment.
 - a. Enclosure shall come standard with (5) 120V outlets, with two duplex and one single outlet. Duplex outlets shall be located within enclosure, single outlet shall be located at the ceiling plane on the exterior of the box.
 - b. Enclosure shall be intended for installation in standard T-bar ceiling grid, with optional mounting kit option for drywall installation. Housing shall be constructed of steel. Provide ceiling tile, cut to size and finish to match adjacent ceiling, for installation in door of enclosure.
 - c. Enclosure shall be provided with optional fan kit.
 - d. Where the installed enclosure is intended to serve a projector, provide projector pole mount option. Pole mount shall be 1-1/2" National Pipe Thread (NPT) fitting, capable of supporting up to 50lbs.
 - e. Provide cable mounting kit for mounting of enclosure to ceiling structure above.
 - f. Provide additional threaded rod mounting kit as required for mounting conditions. Threaded rod kit shall accept 1/4" and 3/8" threaded rod at four hangar bracket locations.
 - g. Manufacturers:
 - 1) Ceiling Enclosure: FSR Inc.; CB-12P with CB-12FAN and CB-MNT1 series : www.fsrinc.com/
- 5. Wood Floors - Flush Floor Boxes:
 - a. Cast iron, watertight body, with fully adjustable height settings to allow for installation flush with flooring.
 - b. Sizes from one to three gangs for multiple power or low voltage feeds. Provide quantity of boxes and gangs as required to feed all devices as noted on plans
 - c. Provide brass carpet plate to transition from adjacent floor surface to floor box, size as required to accommodate quantity of gangs in each box
 - d. Provide brass GFCI style, gasketed, hinged cover plate with flathead-screw style means of securing cover in the closed position.
 - e. Knockouts: 3/4" or 1" Conduit hubs, one per side, per gang.
 - f. Manufacturer:
 - 1) Steel City 60W series floor box, P64 series brass carpet plate, P-64-GFCI cover plate ; www.tnb.com/
- 6. Wood Floors - Recessed Floor Boxes:
 - a. Welded steel housing, with 1/8" steel cover, suitable for installation in wood floors.

Construction Documents

- b. Cover shall have hinged access door with integrated cable pass thru window. Pass-thru window opens down into box to avoid tripping hazards.
 - c. Configurable gang plate dividers and compartment dividers. Provide arrangement of interior compartments as required to accommodate all devices indicated on plans and to separate voltages.
 - d. Provide manufacturer's brackets as required to accommodate all power and low voltage devices within each floor box.
 - e. Manufacturer:
 - 1) Single Gang: FSR Inc. FL-1200 and Four Gang: FSR Inc. FL-1550 ; www.fsrinc.com
7. Concrete Floors - Flush Floor Boxes:
- a. Cast iron, watertight body, with fully adjustable height settings to allow for installation flush with flooring
 - b. Sizes from one to four gangs for multiple power or low voltage feeds. Sizes from one to three gangs for shallow boxes. Provide quantity of boxes and gangs as required to feed all devices as noted on plans
 - c. Provide brass GFCI style, gasketed, hinged cover plate with flathead-screw style means of securing cover in the closed position.
 - d. Knockouts: 3/4" or 1" Conduit hubs, one per side, per gang.
 - e. Provide shallow boxes where required by field installation conditions or as required by Structural Engineer.
 - f. Manufacturer:
 - 1) Steel City 640 series floor box, P-64-GFCI cover plate ; www.tnb.com/
8. Concrete Floors - Recessed Floor Boxes:
- a. 11-gauge steel housing, suitable for installation in poured concrete floor applications.
 - b. Cover shall have hinged access door with solid metal "U" handle and integrated cable pass thru window. Pass-thru window opens down into box to avoid tripping hazards.
 - c. Transformable box bottom (for eight gang configurations only) with fully configurable gang plate dividers, compartment dividers, and center dividers. Provide arrangement of interior compartments as required to accommodate all devices indicated on plans and to separate voltages.
 - d. Provide manufacturer's brackets as required to accommodate all power and low voltage devices within each floor box.
 - e. Provide optional mitered brass carpet edging for installations in carpeted areas.
 - f. For areas with concrete, wood, or tile floors, install box such that finished floor is flush with the top edge of the box cover. Provide shim kit to install top of box flush with top of finished floor.
 - g. Provide manufacturer's concrete pour pan as required for proper installation.
 - h. Manufacturer:

- 1) FSR Inc. FL-500-P series floor box, with FL-500P-BLP-C U-Access tile and carpet cover ; www.fsrinc.com/
9. Exterior Floor Boxes:
- a. Outdoor ground boxes shall have been examined and tested by Underwriters Laboratories Inc. to meet NEMA 6P and IP68 requirements to be safe to use even during inclement weather and bear the UL Listing Mark.
 - b. Outdoor ground boxes shall be designed to trap and maintain an air pocket to protect the devices, plugs and connections from water, snow, and ice. Boxes shall be constructed from UV rated chemical resistant materials. Boxes designed to ANSI/SCTE 77 with a Tier 5 rating to hold up to 5000 lbs of load. Boxes install flush to finished ground reducing tripping hazards. Box shall have a diving bell concept to maintain an air pocket and keep water away from connections. Box shall have an egress door that will auto-adjust to cable diameter and auto-lock in the closed position when no cables are exiting the box.
 - c. Provide quantity of enclosures as required to accommodate all devices noted on plans.
 - d. Provide manufacturer's brackets as required to accommodate all power and low voltage devices within each floor box.
 - e. Box covers shall come with pre-wired and installed electrical devices. Refer to plans for configuration of devices in each box.
 - 1) General: Single service 2-gang ground box manufactured from UV rated nonmetallic material. Box accepts up to two 1-1/4" trade size PVC conduit feeds. Boxes designed to be installed separately or ganged together for greater capacity and flexibility. Accepts optional cover assembly (see options below). Box assemblies include main box body, installation cap, and installation plate.
 - 2) 125V, 20A, 1P Devices: Assembly prewired with two (2) 20A L5-20R weather-resistant duplex receptacles. Cover assembly includes flange, cover, junction box, (2) 20A 5-20R receptacles, SOOW cord, wet location wire connectors, key, and mounting hardware.
 - 3) 125V, 30A, 1P Devices: Assembly prewired with one (1) 30A L5-30R 120V corrosion-resistant duplex receptacle. Cover assembly includes flange, cover, junction box, SOOW cord, L5-30R receptacle, wet location wire connectors, key, and mounting hardware.
 - 4) 250V, 30A, 2P Devices: Assembly prewired with one (1) 30A L6-30R 208V corrosion-resistant duplex receptacle. Cover assembly includes flange, cover, junction box, SOOW cord, L6-30R receptacle, wet location wire connectors, key, and mounting hardware.
 - 5) Low Voltage Devices: Assembly designed to accept up to 12 communication ports or eight (8) manufacturer's audio/visual devices. Cover assembly includes flange, cover, junction box, corrugated conduit

- assembly, (1) 12 port communication mounting plate, (1) 8 port manufacturer's audio/video mounting plate, key, and mounting hardware.
- f. Manufacturer:
 - 1) Enclosure: Legrand XB814 series ; www.legrand.com/
 - 2) Interior: 125V, 20A, 1P Devices: Legrand XB814C520BK, 125V, 30A, 1P Devices: Legrand XB814CL530BK, 250V, 30A, 2P Devices: Legrand XB814CL630BK, and Low Voltage Devices: Legrand XB814CLVBK
10. Recessed Poke-Thrus: In-floor, round enclosure to provide access to power and data devices in a recessed enclosure such that plugs are not exposed when in-use.
- a. Poke-thru assembly: Assembly shall consist of an insert and an activation cover.
 - b. Insert body shall recess the devices a minimum of 2-3/4 inches and have a polyester based backing enamel finished interior; ivory color. Furnish with necessary channels to provide complete separation of power and communication services. Provide quantity of compartments that allow for up to three (3) duplex receptacles that can be wired as a standard receptacle or isolated ground and/or twelve (12) communication ports and/or up to ten (10) AV devices.
 - c. Activation Cover shall be manufactured of die-cast aluminum alloy; finished in brass. Provide with two gaskets to go under the trim flange to maintain scrub water tightness. Provide cover with spring-loaded slides to allow cables to egress out of the unit and maintain as small an egress opening as possible.
 - d. Provide activation unit with locations to mount communication connectors as required to support all devices shown on plans. Mount connectors using a mounting bracket capable of accepting data jack insert modules or discrete keystone connectors.
 - e. Manufacturers:
 - 1) Legrand Wiremold 6AT ; www.legrand.com/
11. Flush Poke-Thrus: In-floor, round enclosure to provide connections to hardwired modular furniture systems.
- a. Furniture Feed Poke-Thru Assembly consists of an insert and activation cover.
 - b. Insert body shall have the necessary channels to provide complete separation of power and communication services. There shall be one (1) 3/4-inch trade size channel for power and one (1) 1-1/2-inch trade size channel for communication cabling.
 - c. The activation cover shall provide two (2) conduit openings to feed modular furniture applications and provide a flush appearance. The activation cover trim flange shall be one-piece and be manufactured of die-cast aluminum alloy and be capable of being powder coated or plated. Coated finish is to be textured, two-stage epoxy paint in brass. The activation cover shall be 8-1/4 inches in diameter and shall be gasketed.

- d. The activation cover insert shall provide one (1) 3/4-inch NPSM threaded opening for power and one (1) 1-1/2-inch NPSM threaded opening for communication to feed modular furniture workstations. Conduit closure plugs shall be provided for each unused opening.
 - e. Manufacturers:
 - 1) Legrand Wiremold 4FATC ; www.legrand.com/
- E. Boxes for Hazardous (Classified) Locations: Listed and labeled as complying with UL 1203 for the classification of the installed location.
1. Manufacturers:
 - a. Appleton, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - b. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - c. Hubbell Incorporated; Killark Products: www.hubbell-killark.com/#sle.
- F. Underground Boxes/Enclosures:
1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
 2. Size: As indicated on drawings.
 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches.
 4. Provide logo on cover to indicate type of service. Covers shall read as follows for each system type:
 - a. Power Systems: "ELECTRICAL"
 - b. Site Lighting and/or Pole Lighting: "LIGHTING"
 - c. Fire Alarm Systems: "FIRE ALARM"
 - d. Other Low Voltage Systems: "COMMUNICATIONS"
 - e. Utility: Per utility company requirements
 5. Applications:
 - a. Sidewalks/paved areas 6'-0" wide and smaller and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
 - b. Parking Lots, Sidewalks/paved areas larger than 6'-0" wide, and in Areas Subject Only To Occasional Vehicular Traffic: Use reinforced concrete enclosures with galvanized steel checker plate lids, with HS20-44 rating.
 - c. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
 6. Polymer Concrete and Reinforced Concrete Underground Boxes/Enclosures: Comply with SCTE 77 and HS20-44.
 - a. Manufacturers:
 - 1) Oldcastle Precast, Inc: www.oldcastleprecast.com/#sle.

- b. Combination fiberglass/polymer concrete boxes/enclosures are not acceptable. Use all-polymer concrete boxes/enclosures.

2.2 ACCESSORIES

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for boxes and facade materials to be installed.
 1. Manufacturers:
 - a. Quickflash Weatherproofing Products, Inc: www.quickflashproducts.com/#sle.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- H. Box Locations:
 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
 2. Unless dimensioned, box locations indicated are approximate.
 3. Locate boxes so that wall plates do not span different building finishes.
 4. Locate boxes so that wall plates do not cross masonry joints.
 5. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
 6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.

Construction Documents

7. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
8. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
 - a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
 - b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
9. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.
10. Outlet boxes shall be installed at the locations and elevations shown on the drawings or specified herein. Make adjustments to locations as required by structural conditions and to suit coordination requirements of other trades.
11. Locate switch outlet boxes on the latch side of doorways unless otherwise indicated.
12. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
13. Outlet boxes shall not be installed back to back nor shall through-wall boxes be permitted.
14. For boxes mounted in exterior walls, make sure that there is insulation behind outlet boxes to prevent condensation in boxes.
15. For outlets mounted above counters, benches or backsplashes, coordinate location and mounting heights with built-in units. Adjust mounting height with required location for equipment served.
 - a. Concealed above accessible suspended ceilings.
 - b. Within joists in areas with no ceiling.
 - c. Electrical rooms.
 - d. Mechanical equipment rooms.
- I. Box Supports:
 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide required seismic controls in accordance with Section 26 05 48.
 3. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
 4. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

Construction Documents

5. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.
- J. Install boxes plumb and level.
- K. Flush-Mounted Boxes:
 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- L. Install boxes as required to preserve insulation integrity.
- M. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.
- N. Underground Boxes/Enclosures:
 1. Install enclosure on gravel base, minimum 6 inches deep.
 2. Flush-mount enclosures located in concrete or paved areas.
 3. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
 4. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
- O. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- Q. Close unused box openings.
- R. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use. Leave no unused openings in any box. Install close-up plugs as required to seal all openings and removed knockouts.
- S. Provide grounding and bonding in accordance with Section 26 05 26.
- T. Identify boxes in accordance with Section 26 05 53.
- U. Poke-Thrus
 1. Coordinate coring of all poke-thru locations, and/or locations for pre-drilled holes, with Structural Engineer prior to installation. Size of poke-thru core shall be per manufacturer requirements.

3.3 CLEANING

1. X-ray all pre- and post-tensioned slabs prior to core-drilling to ensure no tendons are damaged during installation. Notify Engineer of any conflicting locations.

B. Exterior In-Grade Floor Boxes

1. Examine conditions under which outdoor ground boxes are to be installed. Notify the Engineer in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.
2. Strictly comply with manufacturer's installation instructions and recommendations. Coordinate installation with adjacent work to ensure proper clearances and to prevent electrical hazards.
3. Boxes shall be located in approximate locations as shown on plans. Exact location shall be in well-drained areas, away from inlets and outfalls. Boxes shall not be located in low areas or in areas prone to accumulate standing water. Notify Engineer prior to rough-in and install of any potential water infiltration issues or concerns.
4. Adjacent grade shall be within 1% of level.
5. Provide a pre-installation call and/or site meeting with the manufacturer to discuss proper installation methodologies. Call shall be a minimum of ½ hour and shall cover the following:
 - a. Site specific issues
 - b. Requirements for preparation of box installation
 - c. Installation requirements

- C. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.
- F. Floor marking tape.
- G. Warning signs and labels.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 26 05 36 - Cable Trays for Electrical Systems: Additional identification requirements for cable tray systems.
- C. Section 26 05 73 - Power System Studies: Arc flash hazard warning labels.
- D. Section 26 27 26 - Wiring Devices - Lutron: Device and wallplate finishes; factory pre-marked wallplates.
- E. Section 26 31 00 - Photovoltaic Collectors: Additional identification requirements for photovoltaic systems.
- F. Section 27 10 00 - Structured Cabling: Identification for communications cabling and devices.

1.3 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011 (Reaffirmed 2017).
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011 (Reaffirmed 2017).
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:

1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
2. Do not install identification products until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.1 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

a. Switchboards:

- 1) Identify ampere rating.
- 2) Identify voltage and phase.
- 3) Identify power source and circuit number. Include location when not within sight of equipment.
- 4) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

b. Panelboards:

- 1) Identify ampere rating.
- 2) Identify voltage and phase.
- 3) Identify power source and circuit number. Include location when not within sight of equipment.
- 4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
- 5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
- 6) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

c. Transformers:

Construction Documents

- 1) Identify kVA rating.
 - 2) Identify voltage and phase for primary and secondary.
 - 3) Identify power source and circuit number. Include power source location when not within sight of equipment.
 - 4) Identify load(s) served. Include load location when not within sight of equipment.
 - d. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number. Include power source location when not within sight of equipment.
 - 3) Identify load(s) served. Include load location when not within sight of equipment.
 - e. Time Switches:
 - 1) Identify load(s) served and associated circuits controlled. Include location.
 - f. Centralized Emergency Lighting Inverters:
 - 1) Identify input and output voltage and phase.
 - 2) Identify power source and circuit number for normal power source. Include location when not within sight of equipment.
 - 3) Identify load(s) served. Include location.
 - g. Transfer Switches:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
 - 3) Identify load(s) served. Include location when not within sight of equipment.
 - 4) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.
 - 5) Identify type of loads served (e.g. Required Emergency, Required Standby, Optional Standby)
 - h. Electricity Meters:
 - 1) Identify load(s) metered.
 - 2) Unique meter identifier, use identification label.
2. Service Equipment:
- a. Use identification nameplate to identify each service disconnecting means.
 - b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.

Construction Documents

3. Emergency System Equipment:
 - a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
 - b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.
 - c. Use identification nameplate to identify emergency operating instructions for emergency system equipment.
 4. Use identification nameplate to identify switchboards and panelboards utilizing a high leg delta system in accordance with NFPA 70.
 5. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
 6. Use identification label on inside of door at each fused switch to identify required NEMA fuse class and size.
 7. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".
 8. Use field-painted floor markings or floor marking tape to identify required equipment working clearances.
 9. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
 - a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 10. Arc Flash Hazard Warning Labels: Comply with Section 26 05 73.
 11. Use warning signs to identify electrical hazards for entrances to all rooms and other guarded locations that contain exposed live parts operating at 600 V nominal or less with the word message "DANGER; Electrical hazard; Authorized personnel only" or approved equivalent.
 12. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

Construction Documents

3. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.
- C. Identification for Raceways:
1. Use voltage markers to identify highest voltage present for accessible conduits 2 inch (53 mm) trade size and larger at maximum intervals of 20 feet.
 2. Use factory-painted conduits or field painted conduits to identify systems other than normal power system for accessible conduits. Refer to section 26 05 33.13 for color coding and additional requirements.
 3. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
 4. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.
 5. Use underground warning tape to identify underground raceways.
- D. Identification for Cable Tray: Comply with Section 26 05 36.
- E. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
 2. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
 - a. For exposed boxes in public areas, use only identification labels.
 3. Use warning labels to identify electrical hazards for boxes containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".
- F. Identification for Devices:
1. Identification for Communications Devices: Comply with Section 27 10 00.
 2. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
 3. Use identification label to identify fire alarm system devices.
 - a. For devices concealed above suspended ceilings, provide additional identification on ceiling tile below device location.
 4. Use identification label to identify serving branch circuit for all receptacles.
 5. Use identification label to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.
- G. Identification for Luminaires:
1. Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system.
- H. Identification for Photovoltaic Systems: Comply with Section 26 31 00

2.2 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com/#sle.
 - b. Seton Identification Products: www.seton.com/#sle.
 2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic or aluminum nameplates suitable for exterior use.
 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
 4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com/#sle.
 - b. Brother International Corporation: www.brother-usa.com/#sle.
 - c. Panduit Corp: www.panduit.com/#sle.
 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 - a. Use only for indoor locations.
 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
 2. Legend:
 - a. System designation where applicable:
 - 1) Emergency Power System: Identify with text "EMERGENCY".
 - 2) Standby Power System: Identify with text "STANDBY"
 - 3) Fire Alarm System: Identify with text "FIRE ALARM".
 - b. Equipment designation or other approved description.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. System Designation: 1 inch.
 - b. Equipment Designation: 1/2 inch.

5. Color:
 - a. Normal Power System: White text on black background.
 - b. Emergency Power System: White text on red background.
- D. Format for General Information and Operating Instructions:
 1. Minimum Size: 1 inch by 2.5 inches.
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/4 inch.
 5. Color: Black text on white background unless otherwise indicated.
- E. Format for Caution and Warning Messages:
 1. Minimum Size: 2 inches by 4 inches.
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/2 inch.
 5. Color: Black text on yellow background unless otherwise indicated.
- F. Format for Receptacle Identification:
 1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Power source and circuit number or other designation indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch.
 5. Color: Black text on clear background.
- G. Format for Control Device Identification:
 1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Load controlled or other designation indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch.
 5. Color: Black text on clear background.
- H. Format for Fire Alarm Device Identification:
 1. Minimum Size: 3/8 inch by 1.5 inches.
 2. Legend: Designation indicated and device zone or address.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch.
 5. Color: Red text on white background.

2.3 WIRE AND CABLE MARKERS

- A. Manufacturers:
 1. Brady Corporation: www.bradyid.com/#sle.
 2. HellermannTyton: www.hellermanntyton.com/#sle.

Construction Documents

3. Panduit Corp: www.panduit.com/#sle.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.

2.4 VOLTAGE MARKERS

- A. Manufacturers:
 1. Brady Corporation: www.bradyid.com/#sle.
 2. Brimar Industries, Inc: www.brimar.com/#sle.
 3. Seton Identification Products: www.seton.com/#sle.
- B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
- C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- D. Minimum Size:
 1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
 2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
 3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
 4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- E. Legend:
 1. Markers for Voltage Identification: Highest voltage present.
 2. Markers for System Identification:
 - a. Emergency Power System: Text "EMERGENCY".
- F. Color: Black text on orange background unless otherwise indicated.

2.5 UNDERGROUND WARNING TAPE

- A. Manufacturers:
 1. Brady Corporation: www.bradyid.com/#sle.
 2. Brimar Industries, Inc: www.brimar.com/#sle.
 3. Seton Identification Products: www.seton.com/#sle.

- B. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- C. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- D. Legend: Type of service, continuously repeated over full length of tape.
- E. Color:
 - 1. Tape for Buried Power Lines: Black text on red background.
 - 2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

2.6 FLOOR MARKING TAPE

- A. Manufacturers:
 - 1. Brady Corporation: www.bradyid.com/#sle.
 - 2. Brimar Industries, Inc: www.brimar.com/#sle.
 - 3. Seton Identification Products: www.seton.com/#sle.
- B. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlamine, 3 inches wide, with alternating black and white stripes.

2.7 WARNING SIGNS AND LABELS

- A. Manufacturers:
 - 1. Brimar Industries, Inc: www.brimar.com/#sle.
 - 2. Clarion Safety Systems, LLC: www.clarionsafety.com/#sle.
 - 3. Seton Identification Products: www.seton.com/#sle.
- B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- C. Warning Signs:
 - 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
- D. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Branch Devices: Adjacent to device.
 - 6. Interior Components: Legible from the point of access.
 - 7. Conduits: Legible from the floor.
 - 8. Boxes: Outside face of cover.
 - 9. Conductors and Cables: Legible from the point of access.
 - 10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Secure rigid signs using stainless steel screws.
- H. Mark all handwritten text, where permitted, to be neat and legible.

3.3 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

SECTION 26 05 83

WIRING CONNECTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical connections to equipment.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 05 33.13 - Conduit for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 27 26 - Wiring Devices.

1.3 REFERENCE STANDARDS

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
 - 2. Determine connection locations and requirements.
- B. Sequencing:
 - 1. Install rough-in of electrical connections before installation of equipment is required.
 - 2. Make electrical connections before required start-up of equipment.

1.5 SUBMITTALS

- A. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
 - 1. Colors: Comply with NEMA WD 1.
 - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
 - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Wiring Devices: As specified in Section 26 27 26.
- C. Flexible Conduit: As specified in Section 26 05 33.13.
- D. Wire and Cable: As specified in Section 26 05 19.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

1.2 RELATED REQUIREMENTS

- A. Section 26 05 33.16 - Boxes for Electrical Systems.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.

1.3 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2014h (Validated 2022).
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush Mounted (General Specification); 2017g, with Amendment.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- K. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.
- L. UL 1310 - Class 2 Power Units; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
 - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.

Construction Documents

3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings. Switches shall be located on the strike side of the door, unless otherwise noted, and shall not be obstructed by the door when it is in the open position.
4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
5. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:

1. Do not install wiring devices until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Operation and Maintenance Data:
 1. GFCI Receptacles: Include information on status indicators.
- D. Project Record Documents: Record actual installed locations of wiring devices.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. Screwdrivers for Tamper-Resistant Screws: Two for each type of screw.
 2. Extra Wall Plates: One of each style, size, and finish.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 PRODUCTS

2.1 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide tamper resistant receptacles for receptacles installed in dwelling units, kindergarten classrooms, and daycare facilities.
- E. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- F. Provide GFCI protection for receptacles installed in kitchens.
- G. Provide GFCI protection for receptacles serving electric drinking fountains.
- H. Unless noted otherwise, do not use combination switch/receptacle devices.

2.2 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.
- C. Wiring Devices Installed in Finished Spaces : White with stainless steel wall plate.
- D. Wiring Devices Installed in Unfinished Spaces: White with galvanized steel wall plate.
- E. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

2.3 WALL SWITCHES

- A. Manufacturers:
 - 1. Hubbell Incorporated: www.hubbell.com/#sle.
 - 2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.4 RECEPTACLES

- A. Manufacturers:
 - 1. Hubbell Incorporated: www.hubbell.com/#sle.
 - 2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
 - 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
 - 2. Automatically Controlled Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; controlled receptacle marking on device face per NFPA 70; single or duplex as indicated on the drawings.
 - 3. Weather Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
 - 4. Tamper Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as tamper resistant type; single or duplex as indicated on the drawings.
- D. GFCI Receptacles:
 - 1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.
 - 2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
 - 3. Combination AFCI and GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as a combination GFCI/AFCI protective device and complying with UL 498, UL 943, and UL 1699A.
 - 4. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.
 - 5. Tamper Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as tamper

resistant type.

- E. USB Charging Devices:
 - 1. USB Charging Devices - General Requirements: Listed as complying with UL 1310.
 - a. Charging Capacity - Two-Port Devices: 2.1 A, minimum.
 - b. Charging Capacity - Four-Port Devices: 4.2 A, minimum.
 - 2. USB Charging/Tamper Resistant Receptacle Combination Devices: Two-port (One Type-A and One Type-C) USB charging device and receptacle, commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, listed and labeled as tamper resistant type; rectangular decorator style.
 - 3. USB Charging Noncombination Devices: Four-port (Two Type-A and Two Type-C); rectangular decorator style.

2.5 WALL PLATES

- A. Manufacturers:
 - 1. Hubbell Incorporated: www.hubbell-wiring.com/#sle.
 - 2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Wall Plates: Comply with UL 514D.
 - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 - 2. Size: Standard.
 - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.
- D. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- E. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.
- F. Premarked Wall Plates: Factory labeled as indicated; hot stamped for nylon wall plates and engraved for metal wall plates.
- G. Weatherproof Covers for Wet or Damp Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
 - 1. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
 - 2. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
 - 3. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
 - 4. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- I. Where split-wired duplex receptacles are indicated, remove tabs connecting top and bottom receptacles.

- J. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- K. Install wall switches with OFF position down.
- L. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- M. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- N. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- O. Identify wiring devices in accordance with Section 26 05 53.

3.4 FIELD QUALITY CONTROL

- A. Inspect each wiring device for damage and defects.
- B. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- C. Test each receptacle to verify operation and proper polarity.
- D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.6 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 27 05 00

GENERAL REQUIREMENTS FOR COMMUNICATIONS SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work of this Section consists of providing all required labor, supervision, materials and equipment (except equipment furnished by the Owner to be installed by the Contractor) to satisfactorily complete the work shown on the drawings and/or specified in all Sections of Division 27 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete and fully operating facility. The work shall include but not be limited to the following:
 - 1. Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated communication systems.

1.2 RELATED WORK:

- A. This Section provides the basic Communication Requirements which supplement the General Requirements of Division 1 and apply to all Sections of Division 27.

1.3 STANDARDS AND CODES:

- A. All work and material shall be in compliance with and according to the requirements of the latest revision of the following standards and codes:
 - 1. California Electrical Code (CEC)
 - 2. American National Standards Institute (ANSI) Publications:
 - a. C2-02 National Electrical Safety Code
 - 3. Code of Federal Regulations (CFR):
 - a. 29 CFR 1910.147 Control of Hazardous Energy (Lock Out/Tag Out)
 - 4. Electronics Industries Association (EIA)
 - 5. Building Industry Consultants Society International (BICSI)
 - 6. Institute of Electrical and Electronics Engineers (IEEE)
 - 7. National Electrical Testing Association (NETA):
 - a. Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems, Standard ATS
 - 8. National Electrical Manufacturers Association (NEMA)
 - 9. Occupational Safety and Health Act (OSHA) Standards
 - 10. State of California Public Utilities Commission:
 - a. General Order 128 Rules for Construction of Underground Electric Supply and Communication Systems
- B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply.
- C. Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Safety labeling and listing by

other organizations, such as ETL Testing Laboratories, may be substituted for UL labeling and listing if acceptable to the Owner. Provide service entrance labels for all equipment required by the NEC to have such labels.

1.4 SUBMITTALS:

- A. As specified in Division 1. Submit to the Engineer shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Obtain approval before procurement, fabrication, or delivery of the items to the job site. Partial submittals are not acceptable and will be returned without review.
- B. Submittals are required for all items, regardless of whether they are furnished as specified or are substituted.
- C. Submittals shall be provided prior to the purchasing and installation of the item(s) being submitted. Any work done prior to the final approval of the submittal shall be done at risk and any modifications, changes, or re-work that may be required resulting from the final submittal review shall be provided by the Contractor at no additional cost to the project.
- D. Information to be submitted includes manufacturer's name, trade name, equipment model number, nameplate data, equipment drawings including: size, layout dimensions and capacity, manufacturer's descriptive literature of cataloged products, diagrams, test data, and performance and characteristic curves as applicable. Furnish project specification and paragraph reference, applicable Federal, Industry and Technical Society Publication References, and years of satisfactory service of each item required to establish contract compliance. Photographs of existing installations and data submitted in lieu of catalog data are not acceptable and will be returned without approval.
- E. If submittal information includes multiple products, items being submitted for approval shall be clearly identified and Items not to be used on the project shall be clearly marked out. Submittals consisting of manufacturer's catalogs without clearly marking out items not being used will be returned as not reviewed.
- F. Organize submittals for equipment and items related to each specification section together as a package.
- G. Submit submittal packages in digital PDF format.
 1. Certificates of Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this contract. Preprinted certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements that imply the item does not meet requirements specified, such as "as good as", "achieve the same end use and

results as materials formulated in accordance with the referenced publications;" or "equal or exceed the service and performance of the specified material." Certifications shall state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official, authorized to sign certificates of conformance.

H. Substitutions:

1. The equipment included in the Contract Documents is used to establish standards of quality, utility, size, and appearance. Equipment which in the opinion of the Engineer is equal in quality, utility, size, and appearance will be approved as substitutions to that specified:
 - a. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are approved by the Engineer prior to bidding.
2. Substitutions will be accepted for review where there is a reasonable reason for the substitution. Reasonable reasons include:
 - a. Cost savings to the owner. Include deductive change order with submittal.
 - b. A product with features providing additional benefits to the end user.
 - c. Improved finished environment, lay out of the final installation, or space savings over the specified equipment.
 - d. Delivery considerations.
 - e. Owner's specific requests.
3. Where items are noted as "or equal", a product of equal design, construction, and performance will be considered.
4. Any item proposed as a substitute shall be accompanied by the following:
 - a. Drawings and/or data giving sizes, capacities, all pertinent test data, catalog cut sheets, product information, and all other necessary information required to substantiate that the product is equal or exceeds that specified.
 - b. A summary sheet noting each performance characteristic noted in the specification section or elsewhere in the contract documents of the specified product and the corresponding performance characteristics of the proposed substitution. The summary sheet shall contain the following information:
 - 1) Reason for Substitution Request
 - 2) Pertinent Performance Characteristics
 - 3) Specified Product Values
 - 4) Substituted Product Values
 - c. Any substitution request that does not include the above information shall be rejected.
 - d. Refer to the end of this specification section for an example form to be used for substituted products. A Microsoft Word version of the form can be provided to the Contractor for their use upon request.

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5. Substitutions shall be equal, in the opinion of the Engineer, to the specified equipment. The burden of proof of such shall rest with the Contractor. When the Engineer in writing accepts a substitution, it is with the understanding that the Contractor guaranteed the substituted equipment to be equal to the one specified and dimensioned to fit within the construction. Approved substitutions shall not relieve the Contractor of responsibilities for the proper execution of the work, or from any provisions of the Plans or Specifications.
 6. Contractor shall be responsible for coordination of the substituted products with other trades. Provide all additional connectivity, equipment, increased wire/conduit size, installation hardware, testing, and other miscellaneous appurtenances as required for a complete and fully functional installation.
 7. Only one substitution will be considered for each product specified.
 8. Alternate manufacturers must be submitted for approval 10 days prior to bid date unless noted otherwise in Division 1.
 9. The Contractor shall be responsible for all expenses in connection with the substitution materials, process, and equipment, including the effect of his/her substitution on him/her, his/her subcontractor's or other Contractor's work. No substitution shall be permitted without written authorization of the Engineer. Any assumptions on the acceptability of a proposed substitution prior to acceptance by the Engineer are at the sole risk of the Contractor.
- I. Change Orders:
1. Where a change to the contract documents would result in a credit due to the Owner or a value add change to the project, provide a detailed change order request for the Engineer to review.
 2. It shall be understood that the Engineer's review of costs associated with the change order shall not constitute approval of the change order or their associated costs. The Engineer's review shall be intended to assist the Owner in evaluating the costs associated with the change only. Final approval or rejection of the change order shall be at the discretion of the Owner.
 3. Change order requests shall include the following information:
 - a. Description of the change
 - b. Reference to the document or written direction to make the change:
 - 1) In the case of design-team directed changes, reference the drawing/sketch number or RFI number.
 - 2) In the case of Owner-directed changes, reference the email, memo, or other written direction from the Owner and provide a copy of the direction.
 - c. Detailed cost breakdown for the change:
 - 1) Line item for each material noting:
 - (a) Material used (e.g. ¾" EMT)
 - (b) Total quantity (e.g. 200lf)
 - (c) Unit cost (e.g. \$2/lf)

- (d) Total materials cost (e.g. \$400)
 - (e) Unit labor hours (e.g 6hrs/100lf)
 - (f) Total labor hours (e.g. 12hrs)
 - (g) Hourly rate (e.g. \$90/hr)
 - (h) Total labor cost (e.g. \$1,080)
 - (i) Total labor hours for each position (e.g. Journeyman vs. Superintendent)
 - (j) Total materials cost
 - (k) Overhead
 - (l) Profit
 - (m) Total change order value (positive for value added changes, negative for credits)
- J. Closeout Submittals:
1. As-built drawings: Submit As-Built Record documents as in accordance with section 3.05 below.
 2. Cost analysis: Submit final cost information including original bid and any change orders broken down by system, material and labor costs (as applicable):
 - a. Public Address System
 - b. CATV System
 - c. Telecom System
 - d. Data System
 - e. Assistive Listening System
 - f. Audio/Visual System
 3. Operation and Maintenance Manuals. Furnish O & M Manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1. Electrical O & M Manuals shall include as a minimum:
 - a. Copies of equipment supplied on the project.
 - b. Instruction manuals including operation instructions and maintenance requirements/recommendations.
 - c. List of suppliers for all equipment with addresses and telephone numbers.
 - d. List of service support for all equipment with addresses and telephone numbers.
 - e. Copies of all test reports required in Division 27 specification sections.
 - f. Spare Parts: For each piece of equipment, submit a list of recommended spare parts. Include part numbers and the name, address, and telephone number of the supplier.
 - g. Other closeout documentation and test results as required under other sections of the specifications.
 - h. Provide in a single transmittal.
 - i. Warranty for all work, including contractor's general warranty.

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- j. All warranties begin as per the Contract, Division 1 or final acceptance of the Work by the Owner, Architect, Engineer, and Authority Having Jurisdiction, which ever is later:
 - 1) Manufacturer's Warrantees and Guarantees that are longer than the base contract/specified amount are to be provided with the manuals.
 - 2) The Contractor is responsible for all Warranty and Guarantee work whether or not the Manufacturer also Warrantees and Guarantees the product.

1.5 CONTRACT DOCUMENTS:

- A. Review the Drawings and Specification Divisions of other trades and perform the electrical work that will be required for the installations:
 - 1. Should there be a need to deviate from the Drawings and Specifications, submit written details and reasons for all changes to the Engineer for favorable review.
 - 2. All drawings and divisions of these specifications shall be considered as whole. This contractor shall report any apparent discrepancies prior to submitting bids.
 - 3. Should there be a conflict or discrepancy between the drawings and specifications, or between different drawings sheets, or between different specification sections, the most expensive option shall be required, at the discretion of the Engineer.
- B. Drawings:
 - 1. The Drawings shall govern the general layout of the completed construction:
 - a. Locations of equipment, inserts, anchors, panels, pullboxes, manholes, conduits, stub-ups, fittings, outlets, racks, devices and ground connections are approximate unless dimensioned; verify locations with the Engineer prior to installation. Field verify scaled dimensions on Drawings.
 - b. The general arrangement and location of existing conduits, piping, apparatus, etc., is shown as existing on drawings or specified. The drawings and specifications are for the assistance and guidance of the contractor, exact locations, distances and elevations are governed by actual field conditions. Extreme accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for additional compensation shall be limited to those for work required by unforeseen conditions as determined by the Engineer.

1.6 COORDINATION:

- A. Coordinate the communications work with the other trades, code authorities, utilities and the Engineer:
 - 1. Failure to accomplish this coordination is not a basis for additional cost reimbursement to the Contractor.

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2. Coordinate does not mean to only send a Request For Information. Coordinate implies that the contractor is to take the lead in bringing all of the necessary organizations together to coordinate the work and to provide for the associated costs.
- B. Where connections must be made to existing installations, properly schedule all the required work, including the power or communication system shutdown periods. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities:
 1. Include costs for work during non-normal working hours and temporary facilities as may be required.
 2. Include costs as necessary for sub-contractors to accomplish the specified work.
- C. When two trades join together in an area, make certain that no communications work is omitted. Failure to accomplish this coordination is not a basis for additional cost reimbursement to the Contractor.
- D. Operations:
 1. Perform all work in compliance with Division 1:
 - a. Keep the number and duration of power shutdown periods to a minimum.
 - b. Show all proposed shutdowns and their expected duration on the construction schedule:
 - 1) If the construction schedule is created and maintained by others, make sure that the associated information is incorporated.
 - 2) Failure by the Contractor to properly schedule and plan for such activities is not a basis for additional compensation.
 - c. Carry out shutdown only after the Engineer has favorably reviewed the schedule. Submit power/communications interruption schedule 15 days prior to date of interruption. Failure to provide schedule with adequate review time may result in rescheduling of the work at the Contractor's expense.
- E. Construction telephone:
 1. See Division 1 Temporary Utilities.
- F. Storage:
 1. Provide adequate storage for all equipment and materials which will become part of the completed facility so that it is protected from sun, weather, condensation, dust, water, or construction operations.
- G. Damaged Products:
 1. Notify the Engineer in writing in the event that any equipment or material is damaged. Obtain approval from the Engineer before making repairs to damaged products.
- H. Order material in such a timely manner and after approval of the same so as to insure that the approved material is available to be installed on site in a timely manner. Additional costs or substitutions necessitated because the Contractor failed to order

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material in a timely manner are not reimbursable. Costs associated with processing of paperwork by the owner and design consultants resultant of such failures to coordinate the work by the Contractor shall have such costs reimbursed by the Contractor.

1.7 LOCATIONS

A. General:

1. Use equipment, materials and wiring methods suitable for the types of locations in which they are located:
 - a. Dry Locations:
 - 1) All those indoor areas which do not fall within the definition below for Wet Locations and which are not otherwise designated on the Drawings.
 - b. Wet Locations:
 - 1) All locations exposed to the weather, whether under a roof or not, unless otherwise designated on the Drawings.

1.8 SAFETY AND INDEMNITY:

- A. The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours:
 1. No act, service, drawing review or construction review by the Owner, the Engineer or their Consultants is intended to include reviews of the adequacy of the Contractor's safety measures in or near the construction site.
 2. The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the engineer, their Consultants or their officers, agents and employees.

PART 2 PRODUCTS

2.1 STANDARD OF QUALITY:

A. Material and Equipment:

1. Provide materials and equipment that are new and are current products of manufacturers regularly engaged in the production of such products. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year period includes use of equipment and materials of similar size under similar circumstances. For uniformity, only one manufacturer will be accepted for each type of product.

B. Service Support:

1. Submit a certified list of qualified permanent service organizations including their addresses and qualification for support of the equipment. These service organizations shall be convenient to the equipment installation and able to render service to the equipment on a regular and emergency basis during the warranty period of the contract.

C. Manufacturer's Recommendations:

1. Where installation procedures are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendation shall be cause for rejection of the equipment or material.

2.2 NAMEPLATES:

- A. For each piece of electrical equipment, provide a manufacturer's nameplate showing his name, location, the pertinent ratings, the model designation, and shop order number.
- B. Additionally, identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 1 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel screws or, where favorably reviewed by the Engineer, with epoxy cement. Where no inscriptions are indicated on the Drawings, furnish nameplates with appropriate inscriptions furnished by the Engineer upon prior request by the Contractor. At a minimum, these nameplates shall be provided for:
 1. MDF Racks / Cabinets
 2. IDF Racks / Cabinets
 3. Signal Termination Cabinets (STC)
 4. Headend equipment (e.g. Clock/PA headend)

2.3 FASTENERS:

- A. Fasteners for securing equipment to walls, floors and the like shall be either hot-dip galvanized after fabrication or stainless steel.

2.4 FINISH REQUIREMENTS:

A. Equipment:

1. Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the Engineer.

- B. In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

PART 3 EXECUTION

3.1 INSTALLATION:

- A. Ensure that all equipment and materials fit properly in their installation.
- B. Perform any required work to correct improperly fit installation at no additional expense to the owner.
- C. Equipment Installation:
 - 1. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
 - 2. Mount all metal panels which are mounted on or abutting concrete walls or any outside walls a minimum of ¼ inch from the wall, and paint the back sides of the panels with Bituminous Coating, Rust-oleum C9578 Coal Tar Epoxy Coating or approved equal. Film thickness shall be 10 mils minimum.
- D. Cutting, Drilling and Welding:
 - 1. Provide the required cutting, drilling welding that is required for the electrical construction work. Comply with Division 1 requirements.
 - 2. Structural members shall not be cut or drilled, except after approval by the Engineer. Use a core drill wherever it is necessary to drill through concrete or masonry.
 - 3. Provide the required welding for equipment supports. Conduits and fittings shall not be welded to structural steel. Where welding is required, it shall be accomplished by tradesmen certified to do such work. Provide fire and other protection as appropriate.

3.2 FIELD TESTS:

- A. Test shall be in accordance with Acceptance Testing recommendations issued by the NIA/TIA for telecommunications equipment and the manufacturers recommendations for equipment other than telephone or data systems.
- B. Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all components, and demonstrate as ready for service. Make additional calibration and adjustments if it is determined later that the initial adjustments are not satisfactory for proper performance. Perform equipment field test for equipment where equipment field tests are specified in the equipment Specifications. Give sufficient notice to the Engineer prior to any test so that the tests may be witnessed.
- C. Provide instruments, other equipment, temporary facilities as may be necessary, and material required for the tests. These shall be of the type designed for the type of tests to be performed and shall be calibrated by a recognized testing laboratory within three months prior to testing.

- D. Operational Tests: Operationally test all drops to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of drops in all modes of operation.
- E. Re-testing will be required for all unsatisfactory tests after the equipment or system has been repaired. Re-test all related equipment and systems if required by the Engineer. Repair and re-test equipment and systems which have been satisfactorily tested but later fail, until satisfactory performance is obtained.
- F. Perform calibration and adjustment on all equipment. Where the values for adjustment are not shown on the Drawings, obtain the proper values from the Engineer.
- G. Maintain records of each test and submit five copies to the Engineer when testing is complete. All tests shall be witnessed by the Engineer. These records shall include:
 - 1. Name of equipment tested.
 - 2. Date of report.
 - 3. Date of test.
 - 4. Description of test setup.
 - 5. Identification and rating of test equipment.
 - 6. Test results and data.
 - 7. Name of person performing test.
 - 8. Owner or Engineer's initials.
- H. Items requiring testing as a minimum:
 - 1. Data system.
 - 2. Telephone system.
 - 3. Intercom/PA system.
 - 4. CATV system.
 - 5. Sound/Assistive listening system.
 - 6. Audio/Visual system.

3.3 PAINTING OF EQUIPMENT:

- A. Factory Applied: Communication equipment shall have factory applied painting system which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical section.
- B. Field Applied: Paint communication equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria.

3.4 SIGNAGE AND IDENTIFICATION:

- A. Identify system components, wiring, and cabling complying with TIA-606-B.
- B. Paint and label colors for equipment identification shall comply with TIA-606-B for Class 1 (C1 - single telecom room) and Class 2 (C2 - multiple telecom rooms) level of administration including optional identification requirements of this standard.
- C. Nameplate Mounting:

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1. Provide number, location and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two stainless steel sheet-metal screws or two rivets.

3.5 RECORDS:

A. Maintain one copy of the contract Drawing Sheets on the site of the work for recording the record "as built" condition. After completion of the work, the Contractor shall neatly and carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. The following requirements shall be complied with:

1. Drawings and associated as-built changes shall be completed in AutoCAD or Revit and submitted in CAD/Revit as well as PDF format. Documents with hand-written changes or with RFI responses and field sketches pasted on shall not be acceptable. Engineer shall make digital backgrounds of original contract documents available for Contractor's use upon request.
2. Cable Size and Type: Provide the size and type of each cable installed on the project.
3. Substructure: Where the location of duct lines, adjacent utilities, cable boxes, and manholes are found to be different than shown, carefully mark the correct location on the Drawings. Work shall be dimensioned from existing improvements.
4. Record (As Built) Drawings: At the completion of the Work the Contractor shall provide a set of record "as built" drawings over to the Owner for his use.
 - a. Record drawings are required to be transmitted within 30 days of beneficial occupancy.
 - b. Transmittal and approval process:
 - 1) Contractor is to transmit one printed copy for review and comment.
 - 2) After acceptance of the above, the Contractor is to transmit three printed sets and one reproducible set.
 - 3) Contractor to provide information on their company in the margin of record drawings along with the date of the revisions and the associated revision number.

3.6 POSTED OPERATING INSTRUCTIONS:

A. Provide for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:

1. Single line diagrams, wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
2. Start up, proper adjustments, operating and shutdown procedures.
3. Safety precautions.
4. The procedure in the event of equipment failure.

5. Other items of instruction as recommended by the manufacturer of each system or item of equipment.

3.7 INSTRUCTION TO OWNER'S PERSONNEL:

- A. Where specified in the technical sections, furnish the services of competent instructors to give full instruction to designated personnel in the adjustment, operation and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or systems has been accepted and turned over to the Owner for regular operation. The number of man-days (8 hours per day) of instruction furnished shall be as specified in the individual section. When more than 4 man-days of instruction are specified, use approximately half of the time for classroom instruction. Use other time for instruction with equipment or system. When significant changes or modifications in the equipment or system are made under the terms of the contract, provide additional instructions to acquaint the operating personnel with the changes or modifications.
- B. Contractor shall video record all training sessions and shall provide the Owner with a copy of the recording at the conclusion of the training. Recording shall be in digital video format (MP4, AVI, or similar) and shall be provided on USB stick or DVD labeled with the Contractor's contact information, the training topic, and date of training.
- C. Contractor shall maintain an attendance sheet from each session which contains the following information:
 1. Attendees with associated arrival and departure time.
 2. Topics covered.
 3. Information provided.
 4. Signatures of attendees taken at the completion of the session.

3.8 CLEAN UP:

- A. Thoroughly clean all soiled surfaces of installed equipment and materials.
- B. Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the Engineer.

END OF SECTION

SECTION 27 10 00
WIRE AND CABLES FOR COMMUNICATIONS SYSTEMS
PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work of this Section consists of providing all wire and cable rated 600 volts or less, including splices and terminations, as shown on the Drawings and as described herein.

1.2 RELATED WORK:

- A. See the following Specification Section for work related to the work in this Section:
 - 1. 27 05 00 General Requirements for Communication Systems
 - 2. 26 05 33.13 Conduit for Electrical Systems
 - 3. 26 05 33.16 Boxes for Electrical Systems
 - 4. 26 05 26 Grounding and Bonding for Electrical Systems

1.3 STANDARDS AND CODES:

- A. Work and materials shall be in compliance with and according to the requirements of the latest revision of the following Standards and Codes:
 - 1. American Society for Testing and Materials (ASTM):
 - a. B3-01, Specification for Soft or Annealed Copper Wire
 - b. B8-99, Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft
 - c. B173-01a, Specification for Rope-Lay-Stranded Copper Conductors Having Concentric-Stranded Members, for Electrical Conductors
 - 2. Federal Standards (FED. STD.):
 - a. 228, Methods of Testing Insulated Cable and Wire
 - 3. Federal Specifications (FS):
 - a. A-A-59544, Cable and Wire, Electrical
 - b. A-A-55809, Pressure Sensitive Electrical Plastic Insulation Tape
 - 4. National Electrical Manufacturers Association (NEMA):
 - a. WC 70-1999/ICEA S-95-658-1999, Cross-Linked Thermosetting Polyethylene, Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
 - 5. National Fire Protection Association (NFPA), National Electrical Code (NEC) - Latest Revision
 - 6. California Electrical Code (CEC)
 - 7. Underwriters Laboratories (UL):
 - a. 44-83 (R1988), Rubber-Insulated Wires and Cable
 - b. 83-1983 (R1989), Thermoplastic-Insulated Wires and Cables
 - c. 510-1986, Insulating Tape

1.4 SUBMITTALS:

- A. As specified in Division 1 and Section 27 05 00.

Construction Documents

1. Catalog Data: Provide manufacturer's descriptive literature.
2. Single Submittal: A single complete submittal is required for all products covered by this Section.

PART 2 PRODUCTS

2.1 CONDUCTORS:

- A. General: Conductors shall be copper, Class B stranded and of the sizes indicated. All conductors 120 volts and above shall be in raceway unless otherwise noted. Minimum power and control wire size shall be No. 12 AWG unless otherwise specified by the Owner's Representative. All cable used on this Project shall be of the same type and conductor material.
- B. Unless otherwise noted, conductors #6 and larger shall be XHHW insulation suitable for operation in wet or dry locations at temperatures not to exceed 75C in wet locations and 90C in dry locations. Conductors #8 and smaller shall be THHN in dry locations and THWN/THHN in wet locations. Control Cable shall be THHN.
- C. Insulation Marking: All insulated conductors shall be identified with printing colored to contrast with the insulation color.
- D. Color Coding: As specified in paragraph 3.03.
- E. Special Wiring: Where special wiring is proposed by an equipment manufacturer, submit the special wiring requirements to the Owner's Representative and, if approved, provide same. Special wire shall be the type required by the equipment manufacturer.
- F. Other Wiring: Wire or cable not specifically shown on the Drawings or specified, but required, shall be of the type and size required for the application and as approved by the Owner's Representative.
- G. Terminations:
 1. Cable Termination for Copper: Crimp style two hole NEMA spade terminals designed and rated for copper cable.
 2. Wire Terminations: Crimp on ring-tongue terminals, insulated sleeve, of proper size for the wire used.
 3. End Seals: Heat shrink plastic caps of proper size for the wire on which used.
 4. Manufacturer: T&B, Burndy or approved equal.
- H. Manufacturer: BICC General Cable Inc., Southwire, or approved equal.

2.2 ANALOG CLOCK:

- A. Cable shall be 3 conductor #12. Verify exact quantity of conductors with specific clock system:
 1. Conductor for all exterior, underground or wet locations shall be THWN conductors.
 2. Cable for all interior plenum locations shall be plenum rated cable. Manufacturer: West Penn 25296B or approved equal.

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3. Cable for all interior non-plenum locations shall be riser rated cable.
Manufacturer: West Penn 296 or approved equal.
4. Verify additional 120V, 20A circuit wiring for required for power.

2.3 DIGITAL CLOCK:

- A. Cable shall be (1) #18 shielded twisted pair. Verify exact quantity with specific clock system:
 1. Cable for all exterior, underground or wet locations shall be outdoor rated with water-blocked construction, sunlight and moisture resistance jacket.
Manufacturer: West Penn AQC293 or approved equal.
 2. Cable for all interior plenum locations shall be plenum rated cable. Manufacturer: West Penn 25293B or approved equal.
 3. Cable for all interior non-plenum locations shall be riser rated cable.
Manufacturer: West Penn 293 or approved equal.
 4. Verify additional 120V, 20A circuit wiring for required for power.

2.4 SPEAKER (PA SYSTEM)/INTERCOM:

- A. Speaker Trunk Cable. Cable refers to MDF to IDF and IDF to IDF wiring topology:
 1. Cable shall be twisted pair. Refer to drawings for cable quantity:
 - a. Cable for all exterior, underground or wet locations shall be outdoor rated with water-blocked construction, sunlight and moisture resistance jacket.
Cable shall be 25 pair #19 shielded twisted pair. Manufacturer: Superior Essex Sealpic FSF or approved equal.
 - b. Cable for all interior plenum locations shall be plenum rated. Cable shall be 6 pair #22 shielded twisted pair. Manufacturer: West Penn D25432 or approved equal.
 - c. Cable for all interior non-plenum locations shall be riser rated cable. Cable shall be 19 pair #22 shielded twisted pair. Manufacturer: West Penn 436 or approved equal.
- B. Speaker Drop Cable. Cable refers to MDF, IDF or STC to speaker device wiring topology:
 1. Cable shall be 4 pair #19 combination shielded twisted pair with unshielded pair.
Refer to drawings for cable quantity.
 - a. Manufacturer: West Penn 25359B or approved equal.

2.5 TELEPHONE AND DATA STATION DROP CABLE:

- A. General:
 1. Station Drop Cable refers to MDF-to-jack and IDF-to-jack wiring topology
 2. Conductor Identification: Conductors shall be pigmented "White/Blue; White/Orange; White/Green & White/Brown."
 3. Cable for all exterior, underground or wet locations shall be outdoor rated with water-blocked construction, sunlight and moisture resistance jacket.

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4. Cable for all interior plenum locations. Cable shall have Fluorinated Ethylene-Propylene insulation with flame retardant PVC Jacket.
 5. Cable for all interior non-plenum locations. Cable shall have Polyolefin insulation with flame retardant PVC Jacket.
 6. Jacket Color:
 - a. Data cables: Blue
 - b. Telephone cables: White
- B. Category 5e Unshielded Twisted Pair (UTP) cable:
1. Four pair UTP 24 AWG Solid Copper rated Category 5e capable of transmitting analog and digital voice data rates up to 1,000 Mbps. Cable shall meet and exceed ANSI/TIA-568-C.2 Category 5E Specifications and meet IEEE 802.3 10Base-T, 100Base-T, and 1000Base-T standards. Refer to drawings for cable quantities.
 2. Performance:
 - a. Insertion loss: 10%
 - b. NEXT: 8 dB
 - c. PSNEXT: 10 dB
 - d. ACR-F (ELFEXT): 11 dB
 - e. PSACR-F (PSELFEXT): 12 dB
 - f. Return Loss: 6 dB
 - g. ACR-N: 10 dB
 - h. PSACR-N: 12 dB
 3. Manufacturer:
 - a. Exterior, underground or wet locations: Berk-Tek Leviton HyperPlus 5E OSP series or approved equal
 - b. Interior plenum locations: Berk-Tek Leviton LanMark-350 CX5150 CMP series or approved equal
 - c. Interior non-plenum locations: Berk-Tek Leviton LanMark-350 CX5150 CMR series or approved equal
- C. Category 6 Unshielded Twisted Pair (UTP) cable:
1. 100-Ohm, 23 AWG, Category 6 4-pair balanced unshielded twisted pair solid annealed copper conductors.
 2. 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.
 3. 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.
 4. Outer Diameter: 0.230" max.
 5. Cable shall be provided on spools or reels-in-box to reduce risk of kinking cable upon deployment, shall be made by an ISO 9001 and 14001 Certified

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Manufacturer, and shall be guaranteed to meet or exceed Channel margin characteristics as stated above under Performance.

6. Performance:
 - a. Insertion loss: 3%
 - b. NEXT: 6 dB
 - c. PSNEXT: 6 dB
 - d. ACR-F (ELFEXT): 8 dB
 - e. PSACR-F (PSELFEXT): 9 dB
 - f. Return Loss: 3 dB
 - g. ACR-N: 7 dB
 - h. PSACR-N: 8 dB
7. Manufacturer:
 - a. Exterior, underground or wet locations: Berk-Tek Leviton LanMark-1000 CX6150 OSP series or approved equal
 - b. Interior plenum locations: Berk-Tek Leviton LanMark-1000 CX6150 CMP series or approved equal
 - c. Interior non-plenum locations: Berk-Tek Leviton LanMark-1000 CX6150 CMR series or approved equal

D. Category 6A Unshielded Twisted Pair (UTP) cable:

1. Cable shall be 100-Ohm, 23 AWG, Category 6A 4-pair balanced unshielded twisted pair solid annealed copper.
2. Cable shall be guaranteed to exceed all TIA-568 link and channel performance requirements, and capable of supporting 10GBase-T (802.3an) and ISO/IEC 11801 Class EA 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 permanent link (5 meter channel) with a guaranteed 5 dB margin of Alien Crosstalk. Field testing is not required for Alien Crosstalk clearance.
3. 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
4. Manufacturer shall 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.
5. The unshielded twisted pair conductors shall be surrounded by a non-conductive aluminum/polyester tape and jacketed with flame-retardant polymer alloy.
6. Outer Diameter: 0.275" max.
7. Cable shall be provided on spools or reels-in-box to reduce risk of kinking cable upon deployment, shall be made by an ISO 9001 and 14001 Certified Manufacturer, and shall be guaranteed to meet or exceed Channel margin characteristics as stated above under Performance.

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8. Performance:
 - a. Insertion loss: 3%
 - b. NEXT: 4 dB
 - c. PSNEXT: 5 dB
 - d. ACR-F (ELFEXT): 8 dB
 - e. PSACR-F (PSELFEXT): 8 dB
 - f. Return Loss: 4 dB
 - g. ACR-N: 7 dB
 - h. PSACR-N: 7 dB
 - i. PSANEXT: 4 dB
 - j. PSAACR-F: 10 dB
9. Manufacturer:
 - a. Exterior, underground or wet locations: Berk-Tek Leviton LanMark-10G OSP series or approved equal
 - b. Interior plenum locations: Berk-Tek Leviton LanMark-XTP CX6850 CMP series or approved equal
 - c. Interior non-plenum locations: Berk-Tek Leviton LanMark-XTP CX6850 CMR series or approved equal

2.6 TELEPHONE AND DATA TRUNK CABLE

A. General:

1. Trunk Cable refers to MDF to IDF, IDF to IDF, and IDF to STC wiring topology.
2. Cable for all exterior, underground or wet locations shall be outdoor rated with water-blocked construction, sunlight and moisture resistance jacket.
3. Cable for all interior plenum locations. Cable shall have Fluorinated Ethylene-Propylene insulation with flame retardant PVC Jacket.
4. Cable for all interior non-plenum locations. Cable shall have Polyolefin insulation with flame retardant PVC Jacket.

B. Telephone Trunk Cable:

1. Multi-pair UTP 24 AWG Solid Copper rated Category 5e capable of transmitting analog and digital voice data rates up to 1,000 Mbps. Cable shall meet and exceed ANSI/TIA-568-C.2 Category 5E Specifications and meet IEEE 802.3 10Base-T, 100Base-T, and 1000Base-T standards. Provide pair counts and quantity of cables as required for all devices shown on drawings, plus a minimum of 20% spare .
 - a. Conductor Identification: Conductors shall be pigmented "White/Blue; White/Orange; White/Green & White/Brown."
2. Manufacturer:
 - a. Exterior, underground or wet locations: Berk-Tek Leviton HyperPlus Category 5e OSP cable series or approved equal.
 - b. Interior plenum locations: Berk-Tek Leviton PowerSum 10059632 Category 5e (25) pair CMP plenum rated cable series or approved equal.

- c. Interior non-plenum locations: Berk-Tek Leviton PowerSum 10061456 Category 5e (25) pair CMR riser rated cable series or approved equal.

C. Data Trunk Cable:

- 1. Fiber optic cable. Meets and or exceeds Bellcore GR-20-CORE and RUS specifications. Cable shall be a hybrid cable type and shall have 24 strands of Single Mode and 24 strands of Multi-Mode. The following chart is a specification chart with minimal requirements for the cable:

Fiber Optic Cable	Multimode (OM1)	Multimode (OM2)	Multimode (OM3)	Multimode (OM4)
Optical Specs	62.5/125	50/125	50/125	50/125
Wavelength (nm)	850/1300	850/1300	850/1300	850/1300
Max Attenuation (dB/KM)	3.0/1.0	3.0/1.0	3.0/1.0	3.0/1.0
Min Bandwidth (MHzkm)	200/500	500/500	1500/500	3500/500
Jacket Color	Orange	Orange	Orange	Aqua
Fiber Optic Cable	Singlemode (OS2)			
Optical Specs	8.3/125			
Wavelength (nm)	1300/1550			
Max Attenuation (dB/KM)	0.5/0.3			
Min Bandwidth (MHz/km)	0.4/0.25			
Jacket Color	Yellow			

- a. Cable for all exterior, underground or wet locations shall be outdoor and riser rated with water blocking strength members for strength and surrounded with a fire resistance jacket. Optical fibers placed inside a single gel filled tube with fiber bundle. Indoor/Outdoor Dry Loose-Tube Plenum cable, quantity of strands as required.
 - 1) Manufacturer:
 - (a) OM1 - Berk-Tek Adventum # LTP -###-CB3510/25 – OFNR or approved equal cable.
 - (b) OM2+ - Berk-Tek Adventum # LTP -###-LB3010/75 – OFNR or approved equal cable.
 - (c) OM3 - Berk-Tek Adventum # LTP -###-EB3010/25 – OFNR or approved equal cable.
 - (d) OM4+ - Berk-Tek Adventum # LTP -###-XB3010/X5 – OFNR or approved equal cable.
 - (e) OS2 - Berk-Tek Adventum # LTP-###-AB0403 – OFNR or approved equal cable.

- b. Cable for all interior plenum locations shall be plenum rated cable. Cable shall include dielectric yarns that are applied for additional strength and a flame resistant outer jacket. Premises Indoor Tight Buffer Plenum cable, quantity of strands as required,
 - 1) Manufacturer:
 - (a) OM1 - Berk-Tek # PDP__CB3510/25 – OFNP Fiber or approved equal cable.
 - (b) OM2+ - Berk-Tek # PDP__LB3010/75 – OFNP Fiber or approved equal cable.
 - (c) OM3 - Berk-Tek # PDP__EB3010/25 – OFNP Fiber or approved equal cable.
 - (d) OM4+ - Berk-Tek # PDP__XB3010/X5 – OFNP Fiber or approved equal cable.
 - (e) OS2 - Berk-Tek # PDP__AB0707 – OFNP Fiber or approved equal cable.
- c. Cable for all interior non-plenum locations shall be riser rated cable. Cable shall include dielectric yarns that are applied for additional strength and a flame resistant outer jacket. Premises Indoor Tight Buffer Riser cable, quantity of strands as required.
 - 1) Manufacturer:
 - (a) OM1+ - Berk-Tek, # PDR-###-GB3510/25 – OFNR Fiber or approved equal cable.
 - (b) OM2+ - Berk-Tek, # PDR-###-LB3010/75 – OFNR Fiber or approved equal cable.
 - (c) OM3 - Berk-Tek, # PDR-###-EB3010/25 – OFNR Fiber or approved equal cable.
 - (d) OM4 - Berk-Tek, # PDR-###-XB3010/F5 – OFNR Fiber or approved equal cable.
 - (e) OS2 - Berk-Tek, # PDR-###-AB0707 – OFNR Fiber or approved equal cable.

2.7 CATV/MATV TELEVISION CABLE:

- A. Trunk Cable. Cable refers to MDF to IDF, IDF to IDF, and IDF to STC wiring topology:
 - 1. Cable for all exterior, underground or wet locations shall be outdoor buried rated with polyethylene insulated jacket with flooding compound. Coaxial distribution cable shall be 14 AWG, gas injected foam polyethylene insulated, bonded bifoil plus 60% aluminum braid shielded, RG-11 type. Nom. dB/100ft shall be 3.40 or better.
 - a. Manufacturer: West Penn 1110 or approved equal.
 - 2. Coaxial distribution cable for interior non-plenum locations. Cable shall be 14 AWG, gas injected foam polyethylene insulated, bonded bifoil plus 61% aluminum braid shielded, RG-11/U.

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- a. Manufacturer: West Penn 1100 or approved equal.
 3. Coaxial distribution cable for interior air plenum locations. Cable shall be 14 AWG, foam FEP insulated, 100% bifoil plus 65% aluminum braid shielded, RG-11/U.
 - a. Manufacturer: West Penn 25821 or approved equal.
 - B. Station Drop Cable:
 1. Coaxial cable for all exterior or underground locations. Cable shall be 18 AWG, 75°C, gas injected foam polyethylene insulated, flooded, 100% bifoil plus 65% aluminum braid shielded, RG-6/U, outdoor burial rated.
 - a. Manufacturer: West Penn AQC841 or approved equal.
 2. Coaxial cable for interior non-plenum locations. Cable shall be 18 AWG, 75°C, foam polyethylene insulated, 100% bifoil plus 65% aluminum braid shielded, RG-6/U type.
 - a. Manufacturer: West Penn 841 or approved equal.
 3. Coaxial cable for interior air plenum locations. Cable shall be 18 AWG, 75°C, foam FEP insulated, 100% bifoil plus 90% aluminum braid shielded, RG-6/U.
 - a. Manufacturer: West Penn 25841 or approved equal.
- 2.8 TAPE:
- A. Tape used for cable marking shall be compatible with the insulation and jacket of the cable and shall be of plastic material. Tape shall conform to FS HH-I-595 and UL 510.

PART 3 EXECUTION

3.1 CABLE INSTALLATION:

- A. Clean Raceways: Clean all raceways prior to installation of cables as specified in Section 27 05 28.33 – Communication System Raceways and Fittings.
- B. Cable Pulling: Exercise care in pulling wires and cables into conduit or wireways so as to avoid kinking, putting undue stress on the cables or otherwise abrading them. No grease will be permitted in pulling cables. Only soapstone, talc, or UL listed pulling compound will be permitted. The raceway construction shall be complete and protected from the weather before cable is pulled into it. Swab conduits before installing cables and exercise care in pulling, to avoid damage to conductors.
- C. Bending Radius: Cable bending radius shall be per applicable code or standard, whichever is more stringent.
- D. Splices: Install cables in one continuous length. Splices shall not be permitted.
- E. Equipment Grounding Conductors: Provide an equipment grounding conductor, whether or not it is shown on the Drawings, in any conduit or any raceway.
- F. Wiring at Hinges: For cables crossing hinges, utilize extra flexible stranded wire, make up into groups not exceeding 12, and arrange so that they will be protected from chafing when the hinged member is moved.
- G. Damaged Cables: Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard

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cable if damaged during installation and replace it with new cable.

- H. Cold Weather Installation: Bring cable to room temperature before de-reeling. Heat lamps shall not be used for heating cable.
- I. Service Loops: In communications rooms where cables are terminated, install a 10-foot long service loop on end of each cable prior to termination.
- J. All wiring and cable shall be supported from the structure above. All wiring over 100 volts shall be installed in conduit except as noted in Section 27 05 28.32. All wiring below 100 volts shall be installed in conduit unless otherwise noted.
- K. Low Voltage Cables:
 - 1. All cables provided inside buildings shall be plenum rated.
 - 2. All cables provide outside buildings shall be outdoor rated, gel filled cables.
 - 3. All low voltage wires and cables concealed in walls shall be run in EMT conduit from flush outlet boxes to above accessible ceilings. Provide conduit where cables penetrate floors and fire walls above ceilings. Where low voltage cables run parallel to line voltage (over 120 volts), they shall be installed a minimum of 12 inches apart.
 - 4. Contractor installing cables shall be manufacturer certified to pull and install cables of the types and ratings noted herein.
 - 5. Maximum horizontal cabling distance for Copper data cables shall not exceed 295 feet per EIA/TIA 568B Standards. Contractor shall notify engineer prior to commencement of work of any cabling exceeding the 295 foot maximum distance.
 - 6. Do not bend cables to a radius of less than eight (8) times the cable diameter.
 - 7. All cables shall be provided with plastic identification tags in each end, identify the source of the cables and the destination of the cables.
- L. Fiber Optic Backbone Cables:
 - 1. Splices in the Fiber Optic backbone cables and UTP station cables are not permitted. There are no exceptions unless during the installation period unless the contractor finds a problem with the means and method of construction. The contractor shall be responsible to obtain Owner's permission in writing for any splices prior to the splice being installed.
 - 2. Contractor shall place all Fiber Optic backbone cabling in accordance with these specifications, and as indicated on the Drawings. Place Fiber Optic backbone cabling between the Main Distribution Frame (MDF) and the Intermediate Distribution Frames (IDF's) unless otherwise noted.
 - 3. Contractor installing fiber optic cables shall be manufacturer certified to pull and install such cables.
 - 4. Fiber Optic cable used for underground portions of the backbone (if applicable) must be suitable for underground use.
 - 5. Fiber Optic Bending Radius: Indoor rated fiber optic cable shall have minimum bending radius of 3.9 inches and outdoor rated fiber optic cable shall have

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minimum bending radius of 6 inches.

6. All cables shall be provided with plastic identification tags in each end, identify the source of the cables and the destination of the cables.

3.2 CABLE TERMINATIONS AND SPLICES:

A. Splices:

1. All power, fire alarm, telephone, and CATV/MATV television cables shall be continuous below grade (i.e. no splices or terminations below grade).
2. All fiber optic cable and data wiring shall be continuous from end to end. No splices shall be permitted.
3. Use UL listed wirenuts for line voltage branch circuits in dry locations.

B. Terminations: Shall comply with the following:

1. Make up and form cable and orient terminals to minimize cable strain and stress on device being terminated on.
2. Burnish oxide from conductor prior to inserting in oxide breaking compound filled terminal.

3.3 FIELD TESTS

- A. Refer to individual system specification sections for testing requirements.

END OF SECTION

SECTION 27 20 00
DATA COMMUNICATIONS SYSTEMS
PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work of this Section consists of providing components for the data communication systems. Provide racks, cabinets, pathways, boxes, cabling, terminations, patch cords, patch panels, jacks and testing as required.

1.2 RELATED WORK:

- A. See the following specification sections for work related to the work in this Section:
 - 1. 27 05 00 General Requirements for Communication Systems
 - 2. 27 10 00 Wire and Cables for Communication System
 - 3. 26 05 26 Grounding and Bonding for Electrical Systems

1.3 STANDARDS AND CODES:

- A. Work and materials shall be in compliance with and according to the requirements of the latest revision of the following standards and codes:
 - 1. American National Standards Institute (ANSI) Standards:
 - a. ANSI X3T9.5 Fast Ethernet 100Base-T LAN: Defines standard for 100 Mb/s LAN based on either Fiber Optic cable or Unshielded Twisted Pair (UTP)
 - 2. Telecommunications Industry Association / Electronic Industries Alliance (TIA/EIA) Standards:
 - a. TIA/EIA 455 Reference Guide for Fiberoptic Testing Procedures
 - b. TIA/EIA 472 General Specifications for Fiberoptic Cables
 - c. TIA/EIA 492 Generic Specification for Optical Waveguide Fibers
 - d. TIA/EIA 568B Commercial Building Telecommunications Cable Standard
 - e. TIA/EIA 569A Commercial Building Standard for Telecommunications Pathways and Spaces
 - f. TIA/EIA 598 Fiber Optic Cable Color Coding
 - g. TIA/EIA 606 Administrative Standard for the Telecommunications Infrastructure of Commercial Buildings
 - h. TIA/EIA 607 Commercial Building Grounding and Bonding Requirements for Telecommunications
 - 3. Institute of Electrical and Electronics Engineers, Inc. (IEEE) Standards:
 - a. IEEE 802.3 Ethernet 10Base-T LAN: Defines media and distance requirements for 10Mb/s LAN (issued in October 1990)
 - b. IEEE 802.3z Gigabit Ethernet 1000Base SX and LX LAN: Defines media and distance requirements for 1000Mb/s LAN
 - 4. Underwriters Laboratories (UL) Standards:
 - a. UL 910 Test method of Fire and Smoke Characteristics of Electrical and Optical Cables Used in Air Handling Spaces

- b. UL 1666 Standard Flame test for Flame Propagation Height of Electrical and Optical Cable Installed Vertically in Shafts

1.4 QUALIFICATIONS:

- A. The telecommunications contractor shall have at least five years experience providing similar work, and shall provide a minimum of five references for similar projects completed with the last five years.
- B. The telecommunications installer(s) shall be certified category 5e and fiber optic cable installer(s) and shall provide proof of certification.

1.5 SUBMITTALS:

- A. Shop Drawings - In accordance with Section 27 05 00.
- B. Submit the following items:
 - 1. Manufacturer's Catalog Data: Manufacturer's original catalog cuts and original description of data of all material and equipment with sufficient information provided so that the exact function of each device is known.
 - 2. Description of conductors to be used with a statement that all wire shall be in conduit.
 - 3. Floor plan of the point to point connections.
 - 4. Diagram of the wiring circuitry.
 - 5. Riser diagram.
- C. Single Submittal: A single complete submittal is required for all products covered by this Section.
- D. Closeout Submittals: Submit operation and maintenance data for all components of the telecommunications equipment specified herein. Submit certified test results. Submit in accordance with Division 1.

1.6 WARRANTY:

- A. Manufacturer shall provide a one year warranty for all system components.

PART 2 PRODUCTS

2.1 FIBER OPTIC TERMINATION PANEL (PATCH PANEL):

- A. Minimum performance specifications: Suitable for use with specified Fiber Optic cables. Must meet requirements of TIA/EIA T586B.
- B. Provide Zirconia Ceramic sleeve, SC - type ports.
- C. Panels for MDF's shall be mountable in a standard 19-inch equipment rack. Provide minimum 20% spare connection capacity.
 - 1. Manufacturer: Leviton 5RXXX series or approved equal.
- D. Panels for IDF's shall be mountable in a standard 19-inch equipment rack with minimum capacity for 36 fiber connections. Provide minimum 20% spare connection capacity or minimum 12 ports whichever is larger.
 - 1. Manufacturer: Leviton 5R430-00N or approved equal.

- E. Provide cable management retaining brackets on the back of the panels or other means of securing cables being terminated. Cable tie down bars, support and strain relief and other wire management devices to be placed between each patch panel. Ensure wire management maintains recommended bend radius, and has storage for up to 2 meters of excess cable per coupling.
- F. Store 2 meters of excess cable in purpose designed cable storage.

2.2 FIBER OPTIC PATCH CORDS:

- A. Minimum performance specifications: Suitable for use with specified Fiber Optic cables. Must meet requirements of TIA/EIA T586B.3.
- B. Fiber optic cable specifications:
- C. Connector style: SC - SC .
- D. Density: Duplex.
- E. Cable listing: OFNR
- F. Length: 3 meters

Fiber Optic Cable	multimode	multimode	single mode
	50/125	62.5/125	8.3/125
Wavelength (nm)	850/1300	850/1300	1310/1550
Max Attenuation (dB/KM)	3.5/2.0	3.5/1.0	0.5/0.4
Min Bandwidth (MHzkm)	500/500	220/600	0.4/0.25
Gigabit Ethernet Min Distance	N/A	300/550	NA
Color	orange	orange	yellow

- G. Cable lettering must be legible and shall contain the following information:
 - 1. Manufactures name.
 - 2. Fiber size.
 - 3. Fiber Grade.
 - 4. UL Listing.
 - 5. Manufacturer's Trade Mark.
 - 6. Sequential foot markings, in two-foot increments.
- H. Fiber optic connectors:
 - 1. Zirconia Ceramic tipped, SC - type plug, suitable for use with specified Fiber Optic cable. Maximum insertion loss across mated-pair: Less than 0.8 dB.
- I. Acceptable manufacturers include Leviton, Berk-Tek, Lucent Technologies, Siecor, CommScope or approved equal.

2.3 DATA SWITCHES:

- A. All active equipment such as data switches, hubs and/or routers will be furnished by the owner, installed by the contractor.

2.4 UTP DATA WIRE TERMINATION PANELS (PATCH PANELS):

- A. Minimum performance specifications: Must meet requirements for Category 6A of TIA/EIA.
- B. Provide standard 8-pin, 8-position, RJ-45 style modular patch panels with printed circuit board IDC 110-type connectors, capable of 4-pair, UTP cable termination and wired in an TIA/EIA configuration. Connector spring wire contacts shall be phosphor bronze plated with 50 microinches of gold over 100 microinches of nickel.
- C. Panels shall be mountable in a standard 19-inch equipment rack with capacity for up to 48 modular RJ-45 ports. Ports shall have individual numbers and white labels. Panels shall be UL listed and labeled Cat 6A. Provide minimum of 20% spare port capacity.
- D. Provide cable management retaining brackets on the back of the panels or other means of securing cables being terminated. Horizontal wire management devices to be placed between each patch panel.
- E. Manufacturer: Cat 6A - Leviton 6910G-U48 or approved equal.

2.5 UTP DATA PATCH CORDS:

- A. Provide four pair UTP 24 AWG solid copper. Cable shall be PVC rated. Cross-connect patch cords used on "DATA" cross-connects must meet the impedance, attenuation and NEXT requirements for Category 6A horizontal cable of TIA/EIA.
- B. Provide one patch cord for each patch panel for each data outlet.
- C. Patch cords shall be standard manufacturer's length, minimum 5 feet.
- D. Patch cords shall be factory manufactured with protective strain relief boot on each male plug, hand crimping is not acceptable.
- E. Coordinate cross connections with Owner's representative.
- F. Manufacturer: Berk-Tek, Leviton or approved equal.

2.6 MODULAR DATA OUTLETS:

- A. Unless otherwise noted, provide single gang, modular voice/data outlets.
- B. Data Jacks must meet the minimum performance specifications for Category 6A of TIA/EIA. All 8-position, modular jack inserts for data locations shall comply with TIA/EIA T568B specifications.
 - 1. Modular jacks shall be engraved 'CAT 6A' on the face of the jack insert.
- C. Contractor shall coordinate data wiring scheme (T568B or T568A) with owner.
- D. All components shall be UL listed.
- E. Unless otherwise indicated provide insert and faceplate colors:
 - 1. Single gang wall plate, white with two labels and label covers.
 - 2. Provide 4 port unless otherwise noted, coordinate number of ports with drawings.
 - 3. Data jack, blue.
 - 4. Blank jack (where applicable), white.

F. Manufacturer: Ortronics OR-KSFP series or approved equal.

2.7 MAIN DISTRIBUTION FRAME (MDF) - EQUIPMENT MOUNTING RACKS:

- A. Provide 19 inch floor mounted 6061-T6 aluminum rack, 7' 0" high with top and bottom angle for solid support. Rack shall have mounting holes for standard equipment support.
- B. Provide duplex receptacle connected to dedicated circuit and horizontally mounted power strip with integral surge protection (equal to Wiremold # 7011 BDS20R) on each rack.
- C. Provide horizontal and vertical cable management system appropriate for type of cabling being installed including:
 - 1. One horizontal cable management panel per patch panel, with cable supports and strain relief.
 - 2. Two single sided vertical cabling sections per rack.
 - 3. Grounding terminal blocks.
 - 4. Provide 12" open web cable tray above rack.
- D. Provide seismic restraints as required to meet appropriate codes.
- E. Manufacturer: Chatsworth or approved equal.

2.8 INTERMEDIATE DISTRIBUTION FRAME (IDF) - EQUIPMENT CABINETS:

- A. Provide wall mounted cabinets, 24" by 24" by 48" to house data, voice and CATV equipment.
- B. Provide plexiglass front panel with reversible dual hinge for front and rear access.
- C. Cabinet shall be lockable with rear access not available when cabinet is locked.
- D. Coordinate color (black or white) with architect.
- E. Manufacturer: Chatsworth 11900 series or approved equal.

PART 3 EXECUTION

3.1 CABLE & WIRE INSTALLATION:

- A. General:
 - 1. All data communications cables shall be terminated and tested under this contract.
- B. Station Cables:
 - 1. Install station cabling, outlets and jacks as detailed on the Drawings. The typical configuration for most outlets is two unshielded twisted pair (UTP) cables of 4 pairs each.
 - 2. Each data outlet shall be clearly marked with the MDF/IDF, patch panel and port number to which they are connected.

3.2 QUANTITIES AND LOCATIONS OF ITEMS:

- A. Location and placement of splices, patch panels and other distribution hardware shall be as shown on the Drawings or defined herein. Where Drawings are not specific as to placement, refer below.
- B. Quantities of racks, cabinets, splices and patch panels shown on the drawings are illustrative only and are meant to indicate the general configuration of the work. The contractor is responsible for providing the correct quantities of racks, patch panels, connectors and appurtenances necessary to terminate, cross connect and patch the volume of cable described herein and shown on the Drawings. Where less than all of the capacity of a patch panel is used to terminate cables, the Contractor shall provide the Owner with the number of connecting blocks, coupling panels, and couplings to completely fit out the patch panel:
 - 1. Properly install freestanding equipment mounting rack(s), securely mounted to floor, walls and structure above to meet all sway bracing and seismic requirements:
 - a. Cable tray shall be installed directly above rack. Brace tray to walls and structure above.
 - 2. Provide lockable wall mounted equipment cabinets securely mounted to walls.
 - 3. Rack mount Fiber Optic Patch Panels and UTP Patch Panels installed at locations as noted on the drawings. Complete with all necessary hardware.
 - 4. MDF/IDF patch panels for station outlets shall be clearly marked to indicate the room/location served by each port.

3.3 CABLE TERMINATIONS:

- A. Fiber Optic cables:
 - 1. After dressing the cable to its final destination, sheath shall be removed to a point that allows the conductors to be splayed and terminated in a neat and uniform fashion. At this point all fibers will be terminated in strict compliance with the manufacturers instructions.
 - 2. Terminate both ends of each fiber optic cable with a SC type port, per manufacturer's recommendations. After termination, mount all connectors in fiber optic termination panels and label appropriately.
- B. UTP cables:
 - 1. Each cable shall be terminated on an 8-pin modular jack as indicated in this specification section. Terminate each cable on an TIA/EIA T568 compliant outlet jack matching the cable's specification.
 - 2. Cable pair twists shall be maintained up to within 0.25 inch of the point of termination. Under no circumstances shall cable pairs be untwisted or otherwise altered prior to termination.

3.4 INSTALLATION OF WALL PLATES:

- A. General - Plates shall match the style of the device and shall be plumb within 1/16-inch of the vertical or horizontal.
- B. Interior Locations, Finished Walls: Install non-metallic plates so that all four edges are in continuous contact with the finished wall surfaces. Plaster filling will not be permitted. Oversized plates or sectional plates are not acceptable and shall not be used. If wall finish will not accommodate proper mounting of the plate, the situation shall be brought to the attention of the architect and the wall finish replaced appropriately.
- C. Interior Locations, Unfinished Walls: Install stainless steel.
- D. Future Locations: Install blanking cover plates on all unused outlets.
- E. Prior to installation, coordinate labeling conventions with owner. Provide typed label(s) for faceplate, indentifying each jack on faceplate, uniquely identifying source and circuit number supplying jack, unless otherwise noted.

3.5 GROUNDING:

- A. Provide dedicated ground at MDF and each IDF. Bond all equipment to ground with insulated ground conductors.

3.6 TESTING:

- A. Fiber Optic Cable Testing:
 - 1. Pre-installation testing:
 - a. Fiber Optic cables: Perform visible light continuity checks on each fiber. If one end is not accessible: perform OTDR test to assure fiber continuity.
 - 2. Post installation testing:
 - a. After installation of connectors, visually inspect each fiber end-face at 10x magnification. Refinish fibers with visible defects and/or striations in the core area.
 - b. Perform end-to-end, bi-directional attenuation (loss) test for each fiber strand at 850 NM and 1300 NM wavelengths. Conduct tests in accordance with TIA/EIA-526-14, Method B and with test instrument manufacturers' printed instructions.
 - c. Demonstrate that measured link loss does not exceed the "worst case" allowable loss which is defined as the sum of: the connector losses (based on the number of mated connector pairs at the TIA/EIA-568 maximum allowable loss) and the Fiber Optic cable loss (based on length and the TIA/EIA-568 maximum allowable loss.)
 - d. Strands whose measured attenuation fall outside the acceptable range shall be subject to further inspection and testing to determine the nature of the fault. At a minimum, an OTDR shall be used to: determine the-true loss for each connector pair, the exact length of the fiber and to identify the absence of any core damage,

Construction Documents

- e. Faults related to connectorization shall be corrected, and the fiber re-tested as stated in prior paragraphs above, until acceptable attenuation measurements are recorded.
 - f. Where defects are found inherent-in the fiber itself - replace any cable having fewer than the manufacturers guaranteed number of serviceable fibers.
 - g. Submit the following information regarding the Fiber Optic cable testing:
 - 1) Cable number, fiber count, individual fiber numbers, connector types, number of connectors/ patches, calculated maximum link loss, length of run, measured link loss for each fiber.
3. Recommended test equipment (obtain approval of Owner prior to using substitute test equipment):
 - a. Fiber Optic power meter and Light Source: Siecor CPM-850/1300 meter and OS-100D Light Source or approved equal.
 - b. OTDR: Tektronix TFP2 FiberMaster, Easer Precision TD-2000 or equal with 850 NM and 1300 NM emitter modules and hard copy printout or approved equal.
 - c. Fiber Optic inspection scope: Cambridge Instruments 10X fiber-scope or approved equal.
- B. Paired and Multi-Conductor UTP Cable Testing:
1. After terminating both ends of all UTP cables, but before any cross connects are installed, test all UTP station cables for attenuation and cross-talk (NEXT) to 100 MHz. Test all UTP cables for continuity, ground fault, proper cross-connection, shorts and crossed pairs.
 2. After installing cross-connects, perform end-to-end testing of each cross connected cable pair for continuity, ground fault, proper cross-connection, shorts and crossed pairs.
 3. For multi-pair cables: For 100 pair or smaller replace entire cable if bad pair is found. For larger pair count cables, replace if more than 1% of pairs are bad.
 4. Submit the following information regarding the UTP station cable testing:
 - a. Cable number, cable type, pair or conductor count; individual pair or conductor numbers; number of cross connects and/or patches in each pair; results of each test for each pair or conductor; total number of serviceable pairs or conductors in cable.
 - b. Information required above shall be provided in printed format only.
 5. Recommended test equipment (Contractor shall obtain approval of Owner in writing prior to using substitute test equipment):
 - a. Fluke DSP 1100 SR, no known equal. Equipment shall be equipped with latest software. Contractor shall refer to Owner to obtain required set-up parameters.

3.7 ACCEPTANCE:

- A. Upon receipt of the Contractor's documentation of proposed cable testing, the Owner will have the right to review and observe the installation and randomly request tests of the cables/wires installed. Once the testing has been completed and the Owner is totally satisfied, that all work is in accordance with the Contract Documents, the Owner will notify the Contractor in writing.

3.8 RECORD DRAWINGS:

- A. The Project record as-built drawings shall show the types and locations of installed:
 - 1. Fiber Optic Cables.
 - 2. Station Cables/Outlets.
 - 3. Main Distribution Frames.
 - 4. Intermediate Distribution Frames.
 - 5. Patch panels.
- B. The Project record as-built drawings shall identify numbering on each cable identification label.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 Description

- A. Work included: Clear and grub the site as shown on the Drawings and specified herein.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 312000 Earth Moving.

1.2 Quality Assurance

- A. A Geotechnical Engineer will be retained by the Owner to observe performance of work in connection with Site Clearing, Grading, Excavation and Fill, Utility Trenching, Subgrade and Roadbed preparation, and perform compaction tests.
- B. Re-adjust work performed that does not meet technical or design requirements, but make no deviation from the contract documents without specific and written approval from the Architect.
- C. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 Product Handling

- A. Comply with pertinent provisions of Division 1 of these Specifications for Product Requirements.

PART 2 - PRODUCTS

2.1 Materials

- A. Provide materials not specifically described but required for proper completion of the work of this Section, as selected by the Contractor subject to the approval of the Architect.
- B. Herbicide – Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this work by governmental agencies having jurisdiction and the Architect.

PART 3 - EXECUTION

3.1 Surface Conditions

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper execution of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 Protection

- A. Protect existing utilities indicated or made known.
- B. Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub a sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this work.
- C. Protection of persons and property:
 - 1. Barricade open depressions and holes occurring as part of this work, and post warning lights on property adjacent to or within public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.
- D. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain access to the site at all times.

3.3 Clearing

- A. Clearing and Grubbing
 - 1. Remove all surface rocks, debris, trash, tree stumps, roots, and other vegetation within the extent of construction as indicated by the drawings. Do not remove vegetation in other areas.
 - 2. Fell trees, dispose of the trees and other vegetation designated for removal, together with the downed timber, snags, brush, wood, rocks, weeds grass and rubbish. Contractor shall provide a qualified professional tree surgeon to trim individual trees designated to be left standing within the cleared areas of all dead branches and of all live branches to such heights and in such manner as are indicated on the drawings or approved by the Architect. All limbs, branches and roots damaged during construction, together with those required to be trimmed, shall be neatly cut next to the hole of the tree or main branch or root. Cuts more than 1" diameter thus made and any injury to the tree trunk or main branches shall be immediately painted with tree wound paint.
 - 3. Grub soils to a depth adequate to remove all deleterious material from the working area of the site.
 - 4. Do not leave any root greater than one inch in diameter and larger in the ground to a depth of at least 12" below the existing ground surface or subgrade or the new graded surface, whichever is lower except as specifically approved by the Architect. Tree root remaining in the soil with an herbicide approved by the Architect.

- B. Removal of Debris: Remove all debris from the site in a legal manner and leave the site in a neat and orderly condition subject to the approval of the Owner. Do not store or permit debris to accumulate on the job site.

3.4 Disposal

- A. General:
 - 1. Remove brush, grass, roots, trash, and other material from clearing operations.
 - 2. Dispose of away from the site in a legal manner.
 - 3. Do not store or permit debris to accumulate on the job site.
- B. Do not burn debris at the site.

3.5 Dust Control

- A. At the contractor's expense, use chemical palliative or spread water as required to maintain strict control of dust generated by operation of work under this Section.

3.6 Clean-Up

- A. Maintain cleanliness on roadways and other public area used by equipment. Contractor will be held responsible for immediate removal of all spillage on these pavings. Remove from the Project Site all rubbish, rubble, and debris found thereon and all materials and debris resulting from demolition, leaving site in a safe and clean condition.

END OF SECTION

SECTION 31 20 00 – EARTH MOVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes, but is not necessarily limited to, work necessary or incidental to clearing and grubbing, excavating, grading, filling, and backfilling as shown, described, or reasonably inferred by contract documents.
- B. Geotechnical Investigation Report:
 - 1. A Geotechnical Investigation Report has not been prepared for this project.
- C. Other Investigations:
 - 1. Bidders should visit the site and acquaint themselves with existing conditions.
 - 2. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such investigations shall be performed only under time schedules and arrangements approved in advance by the Architect.
- D. Related Work:

1.2 PROJECT / SITE CONDITIONS

- A. General
 - 1. Use all means necessary to control dust on or near the site resulting from the performance of the work. Thoroughly moisten all surfaces to prevent dust being a nuisance to the public, adjacent uses, and concurrent work on site.
 - 2. Contractor shall verify existing grades and dimensions before starting any grading operations. If any discrepancy exists, the Engineer shall be notified immediately.
 - 3. Use all means necessary to protect all existing features, products, or items designated to remain, as well as all work of this Section. In the event of damage, repair or replace immediately to the approval of and at no additional cost to the Owner.
 - 4. Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub a sufficient distance away to protect feeder root system and of sufficient height so trees and shrubs will not be damaged in any way as part of this work.
 - 5. All existing benchmarks shall be protected and maintained throughout the course of the work. Monuments or stakes disturbed or destroyed during the course of the work shall be re-established without expense to the Owner.
 - 6. Work shall be conducted as to avoid injury to persons and damage to adjacent property. This includes, but is not necessarily limited to:
 - a) Provide appropriate shoring, bracing, and barriers
 - b) Barricade open depressions and holes occurring as part of this work, and post warning lights on property adjacent to or within public access.
 - c) Operate warning lights during hours from dusk to dawn each day and as otherwise required.

- d) Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by operations under this Section.
- 7. An effort has been made to define the location of underground facilities within the job site. However, all existing utilities and other underground structures may not be shown on the drawings and their location where shown is approximate. Contractor shall assume sole and complete responsibility for locating all underground utilities and related facilities and for protection of same during the course of the construction. Contact Underground Service Alert U.S.A. of Southern California (800) 642-2444 two working days prior to the start of construction for assistance from the respective utilities. All utilities not a member of U.S.A. must also be notified.
- 8. Any hauling permits required by the local jurisdiction must be obtained and paid for under this contract. Off-site, all local codes and ordinances must be followed.
- 9. Maintain access to the site at all times.
- 10. Erosion control: If the permanent erosion control has not been established before the onset of the rainy season (October 15th) or if the construction occurs during the period between October 15th and April 15th, then erosion control devices shall be provided and available on-site. The contractor is responsible for the placement of such devices, at no cost to the Owner, as directed by the Erosion Control Plan whenever rain is forecast.
- 11. The contractor is responsible for the cost and acquisition of any necessary storm water permits through the Regional Water Quality Control Board and installation and compliance with the permit.

1.3 PROTECTION AND SAFETY

- A. General:
 - 1. Perform all work in accordance with all current regulations, including safety requirements of the California Administrative Code, Title 8, and California Labor Code, Div. 5, Part 3.
 - 2. Comply with all current regulations of the Federal Occupational Safety and Health Act (OSHA).

1.4 QUALITY ASSURANCE

- A. General: Equipment and methods used shall be subject to the Engineer's inspection, test and approval.
- B. Samples: Samples of all materials used shall be supplied and submitted for Engineer's approval wherever specified or as directed by the Engineer.
- C. Testing:
 - 1. The Owner will retain and pay a qualified Geotechnical Engineer to observe performance of work in connection with Site Clearing, Excavation and Fill, Utility Trenching, Subgrade and Roadbed preparation and to perform compaction tests. The Geotechnical Engineer shall take all field samples and do all laboratory testing necessary to ensure compliance of the work to these Specifications or as required by Architect or other regulatory agencies. The Geotechnical engineer shall submit

- results of all testing done during the course of the work to the Owner, Engineer, and Contractor.
- 2. Notify testing lab a minimum of 48 hours in advance of testing required to satisfy requirements of this section.
- 3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.
- D. Certification Upon Completion of the Work: Contractor shall certify in writing to the Owner and the Engineer that all earthwork was performed in accordance with this specification and as shown on drawings.

1.5 REFERENCES

- A. General
 - 1. In addition to complying with all current, applicable codes and regulations, including Chapter 18 of the 2022 California Building Code, Title 24, Part 2, comply with applicable sections of:
 - a. The geotechnical recommendation of the Geotechnical Investigation Report for this project.
 - 2. All of the above specifications shall be consulted. The most restrictive specification shall apply.

PART 2 - PRODUCTS

2.1 FILL MATERIAL FOR SUB-GRADE PREPARATION

- A. Refer to Section 330010 Trenching, Backfilling, and Compacting.
- B. Refer to Section 321214 Subgrade and Roadbed.

PART 3 - EXECUTION

3.1 SITE CONDITIONS

- A. Inspection of site: The Contractor shall prior to the bid, visit the site and determine for himself the existing conditions, nature of materials to be encountered and all other facts concerning or affecting the work to be done under the Section.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper elimination of the work. Do not proceed until unsatisfactory conditions are corrected.
- C. Contractor shall verify, in field, all elevations, flow lines, points of connections. Any discrepancies shall be called to the Architect's attention before proceeding with the work.

3.2 SITE CLEARING

- A. Refer to Section 311000 Site Clearing.

END OF SECTION

SECTION 31 23 33 – TRENCHING, BACKFILLING AND COMPACTING TECHNICAL STANDARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, material, equipment, and services necessary to complete the backfilling and compacting as necessary for this project. Section includes, but is not limited to:
 - 1. Select Backfill Material.
 - 2. Aggregate Base.
 - 3. Detectable Tape.
 - 4. Trench Excavation.
 - 5. Pipe Bedding.
 - 6. Trench Backfill.
 - 7. Trench Surfacing.

- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements.
 - 2. Section 31 20 00 - Earthwork: Excavation, Filling and Grading
 - 3. Section 33 40 00 - Storm Drainage

1.2 DEFINITIONS

- A. Engineered Fill:
 - 1. Soil or soil-rock material approved by the Project Manager and transported to the site by the Contractor in order to raise grades or to backfill excavations.
 - 2. Contractor shall provide sufficient tests, and a written statement that all materials brought onto the project site comply with specification requirements.

- B. Excavation: Consists of the removal of material encountered to subgrade elevations.

- C. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base.

- D. Base: The layer placed between the subgrade and surface pavement in a paving system.

- E. Relative Compaction: In-place dry density of soil expressed as percentage of maximum dry density of same materials, as determined by laboratory test procedure American Society for Testing and Materials (ASTM) D1557.

1.3 SYSTEM DESCRIPTION

- A. Requirements

1. Comply with the recommendations of the Project Engineer.
2. Protect existing trees to remain. No grading is permitted under the drip line of protected trees.
3. Excavations for appurtenant structures, such as, but not limited to, manholes, transition structures, junction structure, vaults, valve boxes, catch basins, thrust blocks, and boring pits, shall be deemed to be in the category of trench excavation.
4. Unless otherwise indicated in the Plans, all excavation for pipelines shall be open cut.

1.4 SUBMITTALS

- A. Comply with provisions of Section 01 32 19 – SUBMITTAL PROCEDURES.
- B. Test Reports: Submit the following report for import material directly to the Project Manager from the Contractor's testing services:
 1. Compaction test reports for aggregate base
- C. Submit description of compactors proposed for use when requesting placement of base material.

1.5 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 1. Comply with State of California Business and Transportation Agency, Department of Transportation (Caltrans) latest edition of "Standard Specifications." (CSS)
 2. Comply with State of California Code of Regulations (CCR).
 3. Comply with State of California Construction Safety Orders, Latest Edition (CAL/OSHA)
- B. Soil Testing:
 1. District to engage a geotechnical testing agency, to include compaction testing and for quality control testing during fill operations.
 2. Test results will be submitted to the Project Manager.
- C. Codes and Standards:
 1. Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
 2. California Department of Transportation (CDT):
 - a. Section 19: Earthwork.
 - b. Standard Test Methods: No. 202.
 3. American Society for Testing and Materials (ASTM):
 - a. D1556: Density of Soil by the Sand Cone Method.
 - b. D1557: Moisture Density Relations of Soils and Soil-Aggregate Mixture.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Protect materials before, during and after installation
- B. Comply with provisions of Section 01 51 00 - TEMPORARY FACILITIES AND CONTROLS where necessary to control dust and noise on and near the work caused by operations during construction activities.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.
 - 2. Protect existing streams, ditches and storm drain inlets during work on this project.
- B. Barricade open excavations and post with warning lights.
 - 1. Comply with requirements of Section 01 51 00 - TEMPORARY FACILITIES AND CONTROLS.
 - 2. Operate warning lights and barricades as required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations, from damages caused by settlement, lateral movement, undermining, washout, and other hazards.
- C. Protection of Subgrade: Do not allow equipment to pump or rut subgrade, stripped areas, footing excavations, or other areas prepared for project.
- D. Transport all excess soils materials by legally approved methods to disposal areas.
 - 1. Coordinate with the Project Manager.
 - 2. Any additional fill requirements shall be the responsibility of the Contractor.

1.8 EXISTING UTILITIES

- A. Locate existing underground utilities in the areas of work. For utilities that are to remain in place, provide adequate means of protection during excavation operations.
 - 1. Locating of existing underground utilities shall include but not be limited to pot-holing prior to the start of construction.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Project Manager, Facilities, and/or utility agency immediately for directions.
 - 1. Cooperate with the Project Manager and public and private utility companies in keeping their respective services and facilities in operation.
 - 2. Repair damaged utilities to the satisfaction of the agency with jurisdiction.

- C. Do not interrupt existing utilities serving facilities occupied and used by the District or others, except when permitted in writing by the Project Manager and then only after acceptable temporary utility services have been provided.

1.9 SEQUENCING AND SCHEDULING

- A. The sequence of operations shall be reviewed by the Project Manager prior to commencement of any work

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General:
 - 1. Import materials will be subject to approval of the Project Engineer.
 - 2. For approval of imported fill material, notify the Project Manager at least 7 days in advance of intention to import material.

- B. Select backfill material shall be gravel, free of clay or organic matter and shall conform to the following:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
¾ inch	90-100
No. 4	35-60
No. 200	2 - 9

- C. For gas pipe and fuel piping select backfill shall be clean, graded building sand conforming to the following gradation:

<u>Sieve Size</u>	<u>Percentage Passing</u>
No. 4	100
No. 200	0 - 5

- D. Water: Clean and free from deleterious amounts of acids, alkalis, salts and organic matter.

2.2 BURIED WARNING AND IDENTIFICATION TAPE

- A. Polyethylene plastic and metallic core or metallic-faced, acid- and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 75 mm 3 inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.
1. Warning Tape Color Codes.
Red: Electric.
Yellow: Gas, Oil; Dangerous Materials.
Orange: Telephone and Other Communications.
Blue: Water Systems.
Green: Sewer Systems.
White: Steam Systems.
Gray: Compressed Air.
 2. Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.
 3. Detectable Warning Tape for Non-Metallic Piping: Polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004 inch. Tape shall have a minimum strength of 1500 psi lengthwise and 1250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 920 mm 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.3 BURIED WARNING AND IDENTIFICATION TAPE

- A. Detection wire shall be insulated single strand, solid copper with a minimum of 12 AWG.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prior to commencement of work, become thoroughly familiar with site conditions.
- B. In the event discrepancies are found, immediately notify the Project Manager in writing, indicating the nature and extent of differing conditions.
- C. Backfill excavations as promptly as work permits.

- D. Do not place Engineered fill or backfill until rubbish and deleterious materials have been removed and areas have been approved by the Project Manager.
- E. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.
- F. In excavations, use satisfactory excavated or borrow material.
- G. Under grassed areas, use satisfactory excavated or borrow material.

3.2 COMPACTING

- A. Compact by power tamping, rolling or combinations thereof.
 - 1. Where impractical to use rollers in close proximity to walls, stairs, etc., compact by mechanical tamping.
 - 2. Scarify and recompact any layer not attaining compaction until required density is obtained.

3.3 SITE PREPERATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, which are to remain, from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect existing storm drainage system from silt and debris resulting from construction activities. If contamination occurs, remove contamination at no cost to the District.

3.4 EXISTING UTILITIES

- A. Identify the location of existing utilities.
 - 1. Prior to trenching, the Contractor shall excavate at locations specifically indicated on the Plans, if any, and where new lines cross other utilities of uncertain depth and determine the elevation of the utility in question to ensure that the new line will clear the potential obstruction.
 - 2. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 for assistance in locating existing utilities.
 - 3. If, after the excavation, a crossing utility does present an obstruction, then the line and grade of the new line will be adjusted as directed by the Project Manager to clear the utility
- B. Protect all existing utilities to remain in operation.
- C. Movement of construction machinery and equipment over existing pipes and utilities during construction shall be at Contractor's risk.

- D. Excavation made with power-driven equipment is not permitted within 2 feet of any known utility or subsurface structure.
 - 1. Use hand or light equipment for excavating immediately adjacent to known utilities or for excavations exposing a utility or buried structure.
 - 2. Start hand or light equipment excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured.
 - 3. Support uncovered lines or other existing work affected by excavation until approval for backfill is obtained.
 - 4. Report damage of utility line or subsurface structures immediately to the Project Manager.
- E. Backfill trenches resulting from utility removal in lifts of 8 inches maximum.

3.5 TRENCH EXCAVATION

- A. General
 - 1. Excavation shall include removal of all water and materials that interfere with construction. The Contractor shall remove any water which may be encountered in the trench by pumping or other methods during the pipe laying, bedding and backfill operations. Material shall be sufficiently dry to permit approved jointing.
 - 2. Excavation shall include the construction and maintenance of bridges required for vehicular and pedestrian traffic, support for adjoining utilities.
 - 3. The Contractor shall be responsible to safely direct vehicular and pedestrian traffic through or around his/her work area at all times.
 - 4. The Contractor shall relocate, reconstruct, replace or repair, at his/her own expense, all improvements which are in the line of construction or which may be damaged, removed, disrupted or otherwise disturbed by the Contractor.
- B. Existing Paving and Concrete:
 - 1. Existing pavement over trench shall be sawcut, removed, and hauled away from the job. Existing pavement shall be neatly sawcut along the limits of excavations.
 - 2. Existing concrete over the trench shall be sawcut to a full depth in straight lines either parallel to the curb or a right angles to the alignment of the sidewalk.
 - 3. Boards or other suitable material shall be placed under equipment outrigging to prevent damage to paved surfaces.

- C. Trench Width:
 - 1. The maximum allowable trench widths at the top of the pipe shall be as follows:

<u>Pipe Type</u>	<u>Trench Width (Maximum)</u>
Copper	Outside diameter of barrel plus 18 inches
Plastic	"
Vitrified Clay	"
Ductile-Iron	"
Reinforced Concrete	"

- a. The maximum trench width shall be inclusive of all shoring.
- b. If the maximum trench width is exceeded, the State's representative may direct the Contractor to encase or cradle the pipe in concrete at no additional charge.
- 2. For pipes 3 inch diameter and larger, the free working space on each side of the pipe barrel shall not be less than 6 inches.

D. Open Trench:

- 1. The maximum length of open trench shall be 300 feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. No trench shall be left open at the end of the day.
- 2. Provisions for trench crossings and free access shall be made at all street crossings, driveways, water gate valves, and fire hydrants.

E. Excavation Bracing:

- 1. The excavation shall be supported and excavation operations shall be conducted in accordance with the California Industrial Accident Commission and CAL/OSHA.
- 2. The Contractor shall, at his/her own expense, furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of all excavations (whether above or below the pipe grade), and to prevent any movement which could in any way diminish the required trench section or otherwise injure or delay the work. The sheeting and bracing shall be withdrawn in a manner such as to prevent any earth movement that might overload the pipe.

F. Excavation Material:

- 1. All excavated material not required for backfill shall be immediately removed and properly disposed of in a legal manner by the Contractor.
- 2. Material excavated in streets and roadways shall be laid alongside the trench no closer than 2 feet from the trench edge and kept trimmed to minimize inconvenience to public traffic.
- 3. Provisions shall be made whereby all storm and wastewater can flow uninterrupted in gutters or drainage channels.

3.6 PIPE BEDDING

- A. Bedding Excavation: The trench shall be excavated below the grade of the pipe bottom to the following minimum depths:

<u>Pipe Type</u>	<u>Depth</u>
Copper	6 inch
Reinforced Concrete	6 inch
Plastic: 2 inch diameter and smaller	6 inch
Plastic: over 2 inch diameter	6 inch
Ductile Iron	6 inch

1. Stabilization of Trench Bottom: When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be stabilized with gravel or crushed rock. The State's inspector will determine the suitability of the trench bottom and the amount of gravel or crushed rock needed to stabilize a soft foundation. Soft material shall be removed and replaced with gravel or crushed rock as necessary.
2. Placement of Bedding Material: The trench bottom shall be cleaned to remove all loose native material prior to placing select backfill material. Sufficient select backfill material shall be placed in trench and tamped to bring trench bottom up to grade of the bottom of pipe. The relative compaction of tamped material shall be not less than 90 percent. It is the intention of these requirements to provide uniform bearing under the full length of pipe to a minimum width of 60 percent of the external diameter.

3.7 TRENCH BACKFILL

A. Initial Backfill:

1. Prior to trench backfill, the condition of the trench and laying of pipe must be inspected and approved by the Inspector of Record.
2. Select backfill material shall be used for initial backfill. After the pipe has been properly laid and inspected, select backfill material shall be placed on both sides of the pipe and compacted to final depth as follows:

<u>Pipe Type</u>	<u>Depth</u>
Copper	12 inches above top of pipe
Plastic: Less than 3 inches diameter	12 inches above top of pipe
Plastic: 3 inches diameter and larger	12 inches above top of pipe
Ductile Iron	12 inches above top of pipe
Reinforced Concrete	12 inches above top of pipe

3. Compaction: Initial backfill compaction shall be by mechanical means. The initial backfill material shall be hand tamped in layers not exceeding 4 inches in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress. After hand tamping, the relative compaction of the initial backfill material shall be not less than 90 percent.
4. Pipe Detection: In trenches containing pressurized plastic pipes, tracer wire shall be placed directly above the pipe and shall be connected to all valves, existing exposed tracer wires, and other appurtenances as appropriate.

B. Subsequent Backfill:

1. Above the level of initial backfill, the trench shall be backfilled with non-expansive native material from trench excavation or with imported select backfill material (Contractor's option). Subsequent backfill shall be free of vegetable matter, stones or lumps exceeding 3 inches in greatest dimension, and other unsatisfactory material. The Inspector of Record shall approve the backfill material prior to placement.

2. Subsequent backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding 8 inches in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted.
3. Subsequent backfill shall be compacted to a relative compaction of not less than 90 percent except the relative compaction shall not be less than 95 percent within 2-1/2 feet of finished permanent surface grade or 1-1/2 feet below the finished subgrade, whichever is greater.

C. Jetting and Ponding:

1. Jetting of trench backfill is not permitted.

D. Compaction Testing:

1. Compaction testing shall be in accordance with California Test Method ASTM D1556 or D1557.

3.8 TRENCH SURFACING

A. Unpaved Areas:

1. In unimproved areas, the trench surface shall be restored to its original condition. No mounds of earth shall be left along the trench. Repair and re-establish grades in settled, eroded, and rutted areas to specific tolerances.
2. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work, including retesting, prior to further construction.

B. Temporary Surfacing:

1. Temporary surfacing shall be a minimum of 2 inches of cutback asphalt on 10 inches of Class 2 aggregate base and shall be placed at all trench locations subject to vehicular or pedestrian traffic.
2. Temporary surfacing shall be laid within one day after backfilling (except where the Contractor elects to place permanent surfacing within this time period).
3. Before the trenching area is opened for traffic, all excess dirt, rock, and debris shall be removed, the street surface shall be swept clean and the pavement shall be washed down with a water truck and pressure nozzle.
4. Temporary surfacing shall be maintained to prevent the occurrence of mudholes and prevent the surface from settling below 1 inch or rising more than 1 inch from the existing pavement grade.

3.9 FILL AND COMPACTING

A. General Requirements:

1. Backfill excavations as promptly as work permits.
2. Do not place Engineered fill or backfill until rubbish and deleterious materials have been removed and areas have been approved by the Project Manager.

3. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.
 4. In excavations, use satisfactory excavated or borrow material.
 5. Under grassed areas, use satisfactory excavated or borrow material.
- B. After subgrade compaction has been approved by the Inspector of Record, spread the engineered fill materials in 6 to 8 inch loose lifts and uniformly mixed during the spreading operation.
1. Bring non-expansive fill materials to or slightly above the optimum moisture content and compacted to at least 85 percent of the maximum laboratory dry density, per ASTM D1557.
 2. Bring non-expansive aggregate fill materials to or slightly above the optimum moisture content and compacted to at least 95 percent of the maximum laboratory dry density, per ASTM D1557.
 3. Do not compact the top 12 inches of soil in the planting areas.
 4. Fill sections greater than 5 feet in depth shall be compacted to at least 95 percent.
- C. Repeat compaction procedure until proper grade is attained.
- D. Rocks generated during site earthwork may be used in fill when conforming to material specifications.

3.10 MOISTURE CONTROL

- A. Do not resume operations until moisture content and fill density are satisfactory to the Inspector.

3.11 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Testing Services: Allow testing agency to test each backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
- B. When testing agency reports that backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work, including retesting, prior to further construction.

3.13 CLEAN-UP

- A. Remove all debris, equipment, tools and materials upon completion prior to final inspections to the satisfactions of the Project Manager.

- B. In unpaved areas without landscaping, cover with straw erosion control blanket. Follow manufacturer's recommendations for installation. Provide and place straw wattles or biodegradable fiber logs across the slope at the midpoint and along the downhill edge of site. NO soil is to be left uncovered at the completion of construction.

END OF SECTION 31 23 33

SECTION 32 01 90 – EXISTING LANDSCAPE PROTECTION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section includes but is not limited to the following:
 - 1. Protection and maintenance of existing trees and other plants that are affected by the execution of the Work, whether temporary or new construction.
- B. Related Work Specified Elsewhere
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections.
 - 2. Section 31 10 00: Site Clearing
 - 3. Section 31 20 00: Earthwork
 - 4. Section 31 23 33: Trench Excavation and Backfill
 - 5. Section 32 84 00: Irrigation System
 - 6. Section 32 90 00: Landscape Planting

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated or proposed for use.
- B. Qualification Data: Submit arborist's certification and/or license information. Submit qualifications and experience of the certified tree worker if not the arborist.
- C. Project Certification: Provide a certification letter from the consulting arborist that trees indicated to remain have had their Tree Protection Zone (TPZ) protected during construction according to these specifications and/or the arborist's recommendations. Provide a list of any trees damaged during construction and the subsequent treatment and repair.
- D. Maintenance Recommendations: Submit maintenance and protection specifications from a qualified arborist for care and protection of trees that are likely to be affected by construction operations during and after completion of the Work. The tree maintenance recommendations shall be included in the Maintenance Manuals required in 329000.
- E. Tree Assessment and Valuation: Prior to the start of any construction operations of any kind, submit a tree assessment including tree valuation for existing trees scheduled to remain in the area of work or in auxiliary construction areas.
 - 1. Tree valuation for trees species that do not have comparable and available replacement sizes shall be determined by a certified consulting arborist experienced in tree valuation using the "Guide for Establishing Values of Trees and Other Plants", current edition, published by the International Society of Arboriculture, Urbana, Illinois.

2. Tree assessment shall include a physical description, health, condition and recommended pruning and/or mitigation measures based on the expected construction operations to minimize the negative impacts to the affected trees.

1.3 QUALITY ASSURANCE

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and/or relocation work similar to that required for this Project, and who will provide experienced, certified tree workers.
- B. Arborist Qualifications: The arborist shall be certified by the International Society of Arboriculture. If the arborist is performing tree work, he/she shall be employed by a licensed contractor or shall hold an individual license if independent.
- C. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated or recommended by the certified arborist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.
- B. Topsoil: See Section 32 90 00.
- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers, minimum 4.8 oz/sq. yd.
- D. Temporary Fencing at the TPZ: Heavy-duty exterior rated plastic or chain link fencing, minimum four feet high with stakes at a maximum 10 feet on-center or as needed for a taut installation.
- E. Wood mulch: Walk-on type chipped wood and aged greenwaste material without leaves, green wood, sticks, dirt, dust, construction materials and other debris. Particle size 1/2" to 3" in general size.
- F. Coarse sand: Clean sand with greater than 95% passing a #10 sieve, less than 5% passing a #30 sieve, and less than 1% passing a #50 sieve.

2.2 TEMPORARY TPZ FENCING TYPES

- A. TPZ 1: Temporary fencing shall be installed at the drip line of the tree canopy. Where the canopy extends into remaining or proposed hardscaped areas, the posts may be supported by appropriate on-grade concrete or weighted bases.
- B. TPZ 2: Where existing trees are in planting strips with active walkways and/or roadways in the TPZ, the temporary fencing shall extend to the edge of the hardscaped areas to keep the walkways and/or roadways open.
- C. TPZ 3: Existing trees remaining in small planters or tree wells shall be wrapped with a minimum 2 inch thickness of orange plastic construction fencing from the ground to the first scaffold branch, or 4 feet high, whichever is greater. The wrapped section shall be covered with vertical 1.5 inch square slats and bound around the trunk firmly at least every 2 feet. Use caution when installing the slats so that the tree bark is not damaged.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing located around the canopy drip line of trees (the tree protection zone [TPZ]), and around the plants scheduled to remain that are inside the construction area. The TPZ fence layout shall be reviewed for acceptance by the Owners Representative and the consulting arborist.
- B. All work within the TPZ shall be reviewed and monitored by the consulting arborist.
- C. Within the TPZ, install a 4 inch depth of wood mulch over a permeable filter fabric with minimum 4 inch overlaps at fabric seams. Remove the protection mulch and fabric prior to any cultivation and amendment tillage.
- D. Provide a temporary dirt berm watering basin around trees and plants scheduled to remain. The berm around trees shall be a minimum diameter of six times (6x) the diameter of the tree at breast height (DBH), or not less than six feet in diameter, whichever is greater.
- E. Provide temporary irrigation or a portable water source to irrigate trees and plants scheduled to remain. Irrigate at minimum once a week or more often as necessary to moisten soil to a minimum 18 inch depth for trees, and a minimum depth of 12 inches for shrubs. Reapply irrigation based on an evapotranspiration loss of 50%.
- F. Protect plant/tree root systems within the protected fenced areas from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.

- G. Do not store construction materials, debris, or excavated material within the TPZ. Do not permit vehicles or reoccurring foot traffic within the TPZ to prevent soil compaction over root systems.
- H. Do not allow fires under or adjacent to remaining trees or other plants.

3.2 EXCAVATION

- A. Do not excavate within the canopy drip line of existing trees unless otherwise authorized. Any excavation within the TPZ shall be performed under the onsite monitoring by the consulting arborist.
- B. Where excavation for new construction and/or utility lines are required within the canopy drip line of trees, hand clear and excavate to minimize damage to root systems. Use spading forks to comb soil or use an Air-Spade to expose roots.
- C. Where utility lines are to be located within the drip line of trees, expose the existing root system to the depth of utility line installation plus the depth of any required bedding material. Place piping below and/or through the exposed roots without damage to the root system. Backfill with approved material and compact by flooding the area if allowed.
- D. As an alternative to manual or Air-Spade trench excavation, utility or other below grade piping may be mechanically bored under the crown dripline with a minimum cover of 3 feet as authorized by the consulting arborist.
- E. Root Pruning: Do not cut main lateral roots or taproots greater than one inch in diameter. Smaller roots less than one inch in diameter that interferes with the installation of new improvements and/or utility lines may be cut only if absolutely necessary. Only cut roots with sharp pruning instruments; do not break, tear or chop. Block out concrete footings around roots greater than one inch diameter leaving a minimum one inch clearance around roots to remain. Provide alternative footing design if main lateral roots are in conflict.

3.3 REGRADING

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by the certified arborist, unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots less than one inch diameter. Cut roots with sharp pruning instruments; do not break or chop.
- B. Minor Fill: Where existing grade is 12 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations. Do not place fill greater than 6 inches in depth within 24 inches of the trunk, and do not cover the trunk/root base flare. Do not allow standing water at the trunk.
- C. Moderate Fill: Where existing grade is more than 12 inches, but less than 18 inches below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:

1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of existing grade and extend not less than 20 inches from tree trunk on all sides up to the finish grade. Slope of the rock fill shall be a maximum 2h:1v. For balance of area within drip-line perimeter, place drainage fill a minimum 6 inches in depth.
2. Place filter fabric over the drainage fill with edges overlapping 6 inches minimum.
3. Place fill layer of topsoil to finish grade. Do not mechanically compact drainage fill or topsoil more than 85% relative density in planted areas. Hand grade to required finish elevations.

3.4 TREE PRUNING

- A. Prune remaining trees affected by temporary and new construction only when authorized by the Landscape Architect and as recommended by the consulting arborist.
- B. Prune remaining trees to compensate for root loss caused by damaging or cutting root system only when authorized by the Landscape Architect and as recommended by the consulting arborist. Provide subsequent maintenance during Contract period as recommended by the consulting arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 based on pruning for access clearance, to correct any defects in structure, or to remove potential conflicts with new improvements. Pruning shall only be performed by a Certified arborist or tree worker.
- D. Cut branches with sharp pruning instruments; do not break or chop. Clean pruning tools with a diluted bleach solution prior to performing any pruning operations.

3.5 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the arborist.
- B. Remove and replace dead and/or damaged trees impacted by the construction operations that the arborist determines to be incapable of restoring to a normal growth pattern.
 1. Provide new trees of the same size and species as those being replaced; plant and maintain as specified in 32 90 00.
 2. When new trees of the same size and species are not available, furnish and install the largest size boxed tree that is readily available and will successfully grow in the planting area with long term health and without damage to adjacent improvements. Credit the Owner the difference between the valuation of the removed existing tree and the installed replacement tree.
- C. Aerate surface soil within any existing Oak tree dripline compacted before or during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 18 inches deep at 36 inches o.c. Backfill holes with coarse sand. Manually till the top 4 inches with a spading fork, and break up clods greater than 1 inch diameter. Smooth grade prior to installing wood mulch.

3.6 CLEAN-UP

- A. Burning is not permitted.
- B. Prior to Final Acceptance, remove the TPZ fence, stakes and other related materials.
- C. Legally remove excess excavated material, debris, displaced trees, and greenwaste from Owner's property. Broom clean all hardscape surfaces in the area of work.

END OF SECTION 32 01 90

SECTION 32 11 30 – SYNTHETIC TURF, BASE LAYER & SHOCK PAD

PART 1 - GENERAL

1.1 SUMMARY

- A. Provisions of the General and Supplementary Conditions and Division 01 apply to this section.
- B. Section Includes:
 - 1. Permeable aggregate base and fine aggregate leveling layer.
 - 2. Geotextile liner.
 - 3. Composite wood nailer at the perimeter concrete edge.
 - 4. Shock pad
 - 5. Synthetic turf carpet with tufted polyethylene and nylon fibers
 - 6. Organics/Sand infill system
- C. Related Sections:
 - 1. Section 31 00 00: Earthwork
 - 2. Section 31 23 33: Trench & Backfilling

1.2 SUBMITTALS

- A. Submit in accordance with Section 013300.
- B. Submit the following:
 - 1. Complete list of products and materials with installation specifications, product data and safety sheets.
 - 2. Testing reports from an independent laboratory of at least the following characteristics of the geotextile liner product:
 - a. Water permittivity
 - b. Mullen burst
 - c. Puncture resistance.
 - d. Weight and thickness
 - 3. One square foot of geotextile fabric material and shock pad layer.
 - 4. Shock pad test data for Water Permeability (vertical drainage) per ASTM F1551/DIN 18-035.
 - 5. Shop drawing of the carpet layout showing all seams using full 15' width rolls.
 - 6. Product warranty documents and contact information for all components.
 - 7. Letter of Acceptance from the synthetic turf manufacturer for compliance of the constructed drainage layer with the synthetic turf manufacturer's warranty.
 - 8. The shock pad manufacturer's representative shall provide a certificate of installation approval.

1.3 QAULTY ASSURANCE

- A. The liner or drainage layer company shall not have a surety or bonding company finish work or repair failures on any contract within the last ten years, or have been barred from performing work for any public Agency or District within the last ten years.
- B. The aggregate base and curbs shall be inspected by the Contractor's licensed surveyor by means of a laser level and both design and actual elevations plotted on a 10-foot grid. The elevation survey shall serve as the basis for the acceptance of the aggregate base.
- C. The subgrade elevation tolerance shall conform to the requirements of the Earthwork section. The base aggregate layer shall be laser controlled graded true to line and slope, and elevations shall be within 0.02' plus or minus. The fine aggregate leveling course shall be laser controlled graded true to line and slope, and elevations shall be within 0.02' plus or minus.
- D. Compaction of the base and leveling courses shall be tested by the geotechnical engineer. The completed surface shall be accepted in writing by the drainage layer manufacturer prior to the installation of the geotextile liner and drainage layer.
- E. The in-place liner shall be reviewed and accepted prior to the placement of any backfill and/or drainage rock for proper installation such as overlaps, pipe boot installations, attachment at nailer, etc.
- F. The shock pad layer installation shall be accepted by the synthetic turf carpet's manufacturer's representative prior to the synthetic turf carpet installation.

1.4 DELIVERY STORAGE AND HANDLING

- A. Deliver materials in original unopened packages with manufacturing labels intact. Store materials in sealed containers and at temperatures recommended by the product manufacturers.
- B. Provide a 300 lb. container(s) of organic infill material for replenishment. Locate containers per the Owner's direction.

1.5 EXISTING CONDITIONS

- A. The shock pad panel installer shall be responsible for any damage to the leveling base after all deficiencies, if any, have been corrected as noted on the Certificate of Base Acceptance. The installation of perimeter storm drains or other field accessories within the contiguous turf limits or immediately adjacent thereto are to be coordinated with the General Contractor for compatibility with the drainage layer and synthetic turf system installation.

PART 2 - PRODUCTS

2.1 PERMEABLE BASE ROCK AND FINE AGGREGATE LEVELING LAYER

- A. The permeable base rock layer shall conform to CalTrans Class 2 permeable aggregate per 68-2.02F.
- B. The permeable fine aggregate leveling layer is a crushed rock fine aggregate with a particle size distribution as follows:

Mesh Size	% Passing
1/2"	100
3/8"	100
1/4"	95-100
#4	65-85
#8	40-65
#16	25-40
#30	15-30
#50	10-20
#100	0-6
#200	0-3

2.2 GEOTEXTILE LINER

- A. Geotextile liner is a minimum 6.0 oz./sq yd nonwoven polypropylene fabric with minimum average 160 lbs of tensile strength and minimum 110 gal/min/sq ft flow rate; Reed&Graham RG60N, Mirafi 160N, or approved equal.

2.3 COMPOSITE WOOD NAILER

- A. The perimeter composite wood nailer shall be a minimum 2x4 sized composite wood (Trex), structural HDPE lumber product, or approved equal.

2.4 SHOCK PAD

- A. A composite interlocking panel specifically designed for use with synthetic turf applications and approved in writing by the synthetic turf manufacturer for warranty compliance, meeting the following:
 - 1. Resistant to bacteria or fungi growth per ASTM G22-76/G21-96.

2. Be either thermally stable or have expansion joints integrated into the product and/or installation to accommodate thermal expansion and contraction over the full width and length of the playing surface.
3. Shall have a Gmax rating less than 120 with the synthetic turf carpet system.
4. Shall have a minimum manufacturer's warranty of 16 years.

- B. Acceptable products are Brock SP-14 porous closed cell polypropylene panel, 14mm thick; Schmitz ProPlay-EcoSport closed cell polypropylene foam panel, 16mm thick; or approved equal.

2.5 SYNTHETIC TURF

- A. The synthetic turf carpet shall be a tufted polyethylene or polyethylene/nylon yarn product with 1.5"-1.75" pile height, permeable multi-layered backing with polyurethane coating.
- B. Acceptable synthetic turf carpet products are AstroTurf 'Rootzone Diamond RBI', FieldTurf 'Triple Threat Natural', Greenfield 'Allsport Ultra' or approved equal.

2.6 ORGANIC/SAND INFILL SYSTEM

- A. The infill shall be an engineered system of a fine organic material surface layer with or without a silica sand base layer. Crumb rubber or EPDM infill material is not allowed.
- B. Acceptable infill products are 'BrockFill' engineered wood fiber, Greenplay 'Natural Cool' coco-fill, or approved equal.

PART 3 - EXECUTION

3.1 AGGREGATE BASE

- A. The aggregate base layer shall be installed to a minimum depth of 3 inches. Installed compaction average at optimal moisture content (+/- 5%) shall be 95 % minimum measured at a minimum 4 locations reasonably spaced across the base layer surface.
- B. The fine aggregate leveling layer shall be a minimum depth of 1 inch, compacted to a minimum 95% relative density.

3.2 GEOTEXTILE LINER

- A. Install the geotextile fabric as detailed above the subgrade prior to aggregate installation, with seams running transverse to the slope. Overlap seams a minimum of 18" in a shingled manner.
- B. Terminate the liner to the top of the perimeter concrete header/slab prior to the installation of the perimeter nailer. After the nailer installation, continue the liner around the bottom of the perforated french drain and base course.

3.3 SHOCK PAD

- A. Install the shock pad per manufacturer's installation instructions and under the supervision of a manufacturer's representative. Care shall be taken to avoid disturbance of the aggregate surface in regards to compaction and planarity. Have access to a minimum 2 ton static roller to repair any disturbed base.
- B. The top of the shock pad shall be flush to the top of the perimeter nailer.

3.4 COMPOSITE WOOD NAILR

- A. Verify with the synthetic turf manufacturer the proper dimension from the top of the concrete header to the top of the nailer, taking into account the synthetic turf infill depth. The nailer shall be installed so that the top surface of the infill is flush to the top of the adjacent finish surface.
- B. The nailer shall be attached to the concrete header with 0.5" diameter anchor bolts or redhead bolts are spacing from corner board joints as detailed.

3.5 SYNTHETIC TURF CARPET

- A. The carpet rolls shall be installed directly over the shock pad using full width rolls to the greatest extent feasible.
- B. Seams shall be flat, tight and permanent with no separation or fraying.
- C. The entire perimeter of the carpet shall be secured to the edge nailer per the manufacturer's specifications.

3.6 ORGANIC/SAND INFILL SYSTEM

- A. Place the sand in uniform lifts to the manufacturer's prescribed depth so as to minimize fiber entrapment.
- B. Place the organic top layer to the manufacturer's prescribed depth. Ensure a uniform, predictable playable surface.
- C. Elevation of the organic top layer shall be flush to the top elevation of the adjacent surface.

3.7 PROTECTION OF WORK

- A. Protect the Work of this section from all unnecessary traffic until the synthetic turf installation is complete.

3.8 CLEAN UP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.
- B. Clean all surfaces in the area of work in order to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner, contingent upon Final Acceptance.
- C. All usable remnants of the carpet and/or infill shall be secured and turned over to the Owner, and placed at a location of the Owner's choosing.
- D. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for athletic shoes of all types.

END OF SECTION 32 11 30

SECTION 32 31 13 – CHAIN LINK FENCES & GATES

PART 1 - GENERAL

1.1 PRINCIPAL WORK IN THIS SECTION

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Coordinate the work of this Section with related trades.
- C. Verify applicable extents of work and dimensions at the jobsite.
- D. Furnish materials and perform labor required to execute this work as indicated on the Drawings, as specified and as necessary to complete the work, included but not limited to the exterior conditions:
 - 1. Fence framework, fabric, and accessories.
 - 2. Excavation for post bases.
 - 3. Concrete anchorage for posts, and center drop for gates, and mow strip, where indicated.
 - 4. Manual gates and related hardware.

1.2 REFERENCE STANDARDS

- A. 2022 California Code of Regulations (CCR), Title 24, California Building Standards Commission (CBSC) www.bsc.ca.gov current edition at time of permit issuance.
- B. ATBCB ADAAG - Americans with Disabilities Act Accessibility Guidelines, current version.
- C. Title 24, Chapter 11 – California Green Building Standards Code
 - 1. Non-residential new construction
 - a. All occupancy types
- D. Aluminum Association (AA), www.aluminum.org
- E. American Concrete Institute (ACI), www.aci-int.org
- F. American Institute of Steel Construction (AISC), www.aisc.org
- G. American Iron and Steel Institute (AISI), www.steel.org
- H. American National Standards Institute (ANSI), www.ansi.org
- I. American Society for Testing and Materials (ASTM), www.astm.org
 - 1. ASTM A90/A90M - Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
 - 2. ASTM A121 - Zinc-Coated (Galvanized) Steel Barbed Wire.
 - 3. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 4. ASTM A370 - Mechanical Testing of Steel Products
 - 5. ASTM A392 - Zinc-Coated Steel Chain Link Fence Fabric

6. ASTM A428 - Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles
7. ASTM A491 - Aluminum-Coated Steel Chain Link Fence Fabric
8. ASTM A570 - Hot Rolled Sheet and Strip, Structural Quality
9. ASTM A572 - High Strength Low-Alloy Columbium-Vanadium Steel of Structural Quality
10. ASTM A585 - Aluminum-Coated Steel Barbed Wire
11. ASTM A817 - Metallic-Coated Steel Wire for Chain Link Fence Fabric
12. ASTM A824 - Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence.
13. ASTM B6 - Zinc (Slab Zinc)
14. ASTM B750 - Zinc – 5% Aluminum Mischmetal Alloy (UNSZ38510) in Ingot Form for Hot Dip Coatings
15. ASTM F552 - Terminology Relating to Chain Link Fencing
16. ASTM F567 - Installation of Chain Link Fence
17. ASTM F626 - Fence Fittings.
18. ASTM F668 - Polyvinyl Chloride (PVC)-Coated Steel Chain Link Fence Fabric
19. ASTM F900 - Industrial and Commercial Swing Gates.
20. ASTM F934 - Standard Colors for Polymer Coated Chain Link Fence Materials
21. ASTM F1043 - Specifications for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
22. ASTM F1083 - Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded for Fence Structures
23. ASTM F1183 - Aluminum Alloy Chain Link Fence Fabric
24. ASTM F1184 - Industrial and Commercial Horizontal Slide Gates.
25. ASTM F1345 - Zinc – 5% Aluminum Mischmetal Alloy Coated Steel Chain Link Fence Fabric Chain Link Fence Manufacturers Institute Product Manual CLF-2445.
26. ASTM 1553 – “The Standard Guide for Specifying Chain Link Fence”
27. ASTM F1664 - Standard Specification for Polyvinyl Chloride (PVC) Coated Steel Tension Wire Used with Chain Link-Fence
28. ASTM F1665 - Standard Specification for Polyvinyl Chloride (PVC) Coated Steel Barbed Wire Used with Chain Link-Fence
29. ASTM G23 - Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials.
30. ASTM G26 - Practice for Operating Light-Exposure Apparatus (Xenon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials.

- J. American Welding Society (AWS), www.aws.org
- K. Chain Link Fence Manufacturer’s Institute (CLFMI), www.chainlinkinfo.org
 - 1. Product Manual CLF-2445,
- L. Steel Structures Painting Council (SSPC), www.steelchange.com

1.3 PERFORMANCE, TESTING AND INSPECTION

- A. General:
 - 1. Comply with manufacturer’s standards.
 - 2. Comply with Building Code.

B. Standards:

Item	Name of Test	Performance	Testing Std.
Concrete	Compressive Strength	3000 psi @ 28 days	ASTM C94 & Section 03 30 00
Fencing & Gates	Design & Construction	Comply as herein specified.	CLFMI
Refer to drawings and as herein specified			

- C. Sustainability:
 - 1. Refer to Division 1 sustainability requirements.
 - 2. Refer to product criteria identified herein.

D. Construction Testing:

Item	Name of Test	Performance Results	Testing Std.
Gates	Swing and/or slide properly	Comply	CLFMI
	Latch and/or lock properly	Comply	CLFMI

1.4 SUBMITTALS

- A. Refer to Division 1 for substitution, deviation and/or submittal procedures.
- B. Submit O&M (Operation and Maintenance) manuals in accordance with Division 1 requirements and as herein specified
- C. Refer to Division 1 for sustainability requirements
- D. Submit Manufacturers data and shop drawings.
 - 1. Submit manufacturer's technical data, hardware, installation instructions and complete detailing for all conditions for constructing fencing, gates, hardware and accessories.

2. Provide complete gate construction shop drawing and gate operator layout for each gate.
3. Provide calculations for fence posts used as light standards by Engineer licensed in the State of California.
4. Submit layout plan with finish grades for fence and footings.

1.5 QUALITY ASSURANCE

- A. Refer to Division 1 for quality control requirements.
- B. Contractor / Installer shall have been in business for Five (5) years providing/finishing similar size projects and complexity.
- C. Manufacturer shall have been in business for five (5) years providing/installing/finishing projects of similar size and complexity.
- D. Stipulations:
 1. Coordinate layout with Civil and Architectural drawings.
- E. Pre-Installation Conference: A pre-installation conference shall be held prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
Agenda for meeting shall include, but not be limited to;
 1. Finish grades
 2. Footing design
 3. Gates and operation

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Refer to Division 1 for product delivery, storage and handling requirements.
- B. Coordinate storage of materials with other trades.
- C. Store materials safely and securely, protected from theft, weather, vandalism or other damage. Prevent damage to or staining of site surfaces or other materials.

1.7 JOB CONDITIONS

- A. Field-verify that all components, grades, etc. by others are installed correctly to proceed with installation of products as herein specified.

1.8 PROTECTION

- A. Protect finish surfaces at all times from surfaces and material adjacent to them.
- B. Finish work defaced with other materials on surface shall be replaced.
- C. Protect work under this section from damage by other trades.

1.9 GUARANTEE / WARRANTY

- A. Refer to Division 1 for closeout submittal procedures.
- B. Furnish Initial one (1) year written warranty signed by manufacturer and installer agreeing to repair and/or replace work which has failed as a result of defects in materials or workmanship.

1. Upon notification of Owner within the warranty period, such defects shall be repaired and replaced at no cost to the Owner.
- C. Furnish manufacturer's additional 12-year warranty agreeing to repair and/or replace work which has failed as a result of defects in materials or workmanship.
 1. Upon notification of Owner within the warranty period, such defects shall be repaired and replaced at no cost to the Owner. [Specifier, this would be for longer warranty for Gate Operators]

1.10 RELATED WORK/SECTIONS

- A. Related work includes but is not limited to, the following:
 1. Finish Grading
 2. Landscaping
 3. Flatwork
 4. Asphalt Paving
 5. Concrete Paving
 6. Vehicular Paving
 7. Electrical Connections and Wiring
- B. Related Sections include but are not limited to, the following:
 1. Division 1
 2. Section 02 41 19 – Selective Site Demolition & Protection

1.11 OPERATION AND MAINTENANCE DATA

- A. Submit as part of project closeout:
 1. Complete instructions regarding maintenance of the materials, finishes, operators, controls, etc.
- B. Refer to Division 1 for closeout submittal procedures.

1.12 SEQUENCING AND SCHEDULING

- A. Schedule work and sequence with General Contractor.
- B. Schedule required testing, prior to the installation of materials, components, etc.

1.13 EXTRA MATERIAL

- A. Submit as part of project closeout:
 1. Provide extra material for each product type, color, finish, etc. in same lot as installed product.
 - a. Furnish written certification that extra materials supplied have been inspected and reconfirmed to be the same as those used in the Work.
 2. Provide extra material in unopened fully labeled containers
 - a. Do not supply anything less the full carton containers.

- b. Furnish in factory packaged and labeled cartons and identify cartons with Project name.
 - c. Deliver materials to project premises just prior to substantial completion, and store at location directed by the Owner.
3. Provide the following:
- a. Windscreen Fabric
 - 1) 10' long roll by height of fabric used for all conditions/types.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Single source responsibility, specified items shall be from one manufacturer.
- B. Acceptable manufacturer shall be one of the following and as listed herein and in Drawings:
 1. Swinging Gates
 - a. Security Contractor Services Corporate, www.scsfence.com, (916) 338-4800
 2. Gate Hardware
 - a. As herein indicated
 - b. DAC Industries, Inc. www.dacindustries.com 800.888-9768
 - c. Builders Fence Company, Inc.,
 - d. Architectural Iron Designs, Inc., www.archirondesign.com
 - e. D & D Technologies, www.ddtechglobal.net
 3. Wind Screen & Accessories
 - a. Douglas Industries, (800) 553 – 8907
 4. Reviewed Equivalent by Architect.
 - a. Substitutions and deviations shall require Architect's approval and shall be given in letterform.
 - b. Refer to Division 1 for substitution, deviation and/or submittal procedures.
 - c. Proposed alternate products must be equal in terms of chemical composition, color, finish, configuration, performance standards, etc.
- C. All products and materials indicated shall be installed according to current listed specification requirements and manufacturers specifications/recommendations.
- D. Refer to drawings, details, and other related specification section whether listed or not.
- E. Details shall set basic requirements for size and configuration of systems.

2.2 MATERIALS

- A. General:

1. Dimensions:
 - a. All indicated for posts are outside dimensions, typical (O.D.).
 2. Framework:
 - a. Conforming to ASTM F1083, Schedule 40, electric welded seamless pipe with external and internal hot-dip zinc coating of 1.8 oz. per square foot (minimum average).
 - b. All coatings shall be applied after welding.
 - c. Pipe shall be straight, true to section and conforming to Material Sizes and Weights Table.
 3. Finishes:
 - a. Posts and Components:
 - 1) Zinc-coated:
 - a) Class I and galvanized before weaving with a minimum of 1.2 ounces of zinc per square foot of surface area.
 - b. Fencing Fabric:
 - 1) Zinc-coated:
 - a) Fabric shall be manufactured in accordance with ASTM A392, Class I and galvanized before weaving with a minimum of 1.2 ounces of zinc per square foot of surface area.
 - b) Mesh sized as required for privacy slats.
 - c) Polymer (PVC) coating: Min. 7 mils PVC plastic resin finish conforming to ASTM D 668. Color: Black
 - d) Vinyl slats: Factory-installed, high density, UV stabilized, polyethylene slat secured to the chain link mesh with stainless steel staple. Color: Blue
- B. Posts, Rails and Braces (Typical member size)
1. Line and terminal posts and footing size and depth shall be sized and spaced according to Table 1, set forth below. Component sizes for fences with requirements not shown in Table 1 shall be calculated using the Chain Link Fence Manufacturers Institute - Chain Link Fence Wind Load Guide for Selection of Line Post and Line Post Spacing or by using the Wind Load Calculator at www.wheatland.com.



TABLE 1 (Assumes Wind Speed MPH = 98)						
2" Fabric - 9 Gauge						
Fence Height (Ft.)	End Post	Line Post	Post Spacing	Footing Diameter End Post	Footing Diameter Line Post	Footing Depth
0-4	2-3/8"	1-7/8"	10'	12"	12"	24"
>4-6	2-7/8"	2-3/8"	10'	12"	12"	30"
>6-8	3-1/2"	2-7/8"	10'	16"	12"	36"
1-1/4" Fabric - 9 Gauge						
0-4	2-3/8"	1-7/8"	10'	12"	12"	24"
>4-6	2-7/8"	2-3/8"	10'	12"	12"	30"
>6-8	3-1/2"	2-7/8"	10'	16"	12"	36"
1" Fabric - 9 Gauge						
0-4	2-3/8"	1-7/8"	10'	12"	12"	24"
>4-6	2-7/8"	2-3/8"	10'	12"	12"	30"
>6-8	3-1/2"	2-7/8"	10'	16"	12"	36"

2. Gate Posts:

a. Over 6'0" Fence Height:

Gate Width	Nominal O.D.	Weight per Foot
1) Up through 6'0"	3-1/2"	7.58
2) Over 6'0" through 12'0"	5-11/16"	14.62
3) Over 12'0" through 18'0"	6-5/8"	18.97
4) Over 18'0" to 24'0" max.	8-5/8"	28.55

b. Notes:

- 1) Pipe sections for posts, rails, braces, and gates shall be schedule 40 galvanized pipe manufactured in conformance with ASTM F1083.

- 2) The herein specified "Material Sizes and Weights Table" indicate post and brace sections which comply with the Standard Construction Specifications.
- 3) Chain link gate frames shall be a minimum of 1-7/8" pipe weighing 2.72 lbs/ft.
- 4) Double gate assemblies shall also be fitted with heavy duty hinges and lift bar interlocking device with drop anchor at midspan that latches to embedded pipe.

3. Gate Latch Posts:

a. Over 6'0" Fence Height:

	<u>Gate Width</u>	<u>Nominal O.D.</u>	<u>Weight per Foot</u>
1)	Up through 6'0"	3-1/2"	7.58
2)	Over 6'0" through 12'0"	5-11/16"	14.62
3)	Over 12'0" through 18'0"	6-5/8"	18.97
4)	Over 18'0" to 24'0" max.	8-5/8"	28.55

b. Notes:

- 1) Pipe sections for posts, rails, braces, and gates shall be schedule 40 galvanized pipe manufactured in conformance with ASTM F1083.
- 2) The herein specified "Material Sizes and Weights Table" indicate post and brace sections which comply with the Standard Construction Specifications.
- 3) Chain link gate frames shall be a minimum of 1-7/8" pipe weighing 2.72 lbs/ft.
- 4) Double gate assemblies shall also be fitted with heavy duty hinges and lift bar interlocking device with drop anchor at midspan that latches to embedded pipe.

4. Guide Posts:

a. Over 6'0" Fence Height:

	<u>Gate Width</u>	<u>Nominal O.D.</u>	<u>Weight per Foot</u>
1)	Up through 6'0"	3-1/2"	7.58
2)	Over 6'0" through 12'0"	5-11/16"	14.62
3)	Over 12'0" through 18'0"	6-5/8"	18.97
4)	Over 18'0" to 24'0" max.	8-5/8"	28.55

b. Notes:

- 1) Pipe sections for posts, rails, braces, and gates shall be schedule 40 galvanized pipe manufactured in conformance with ASTM F1083.
- 2) The herein specified "Material Sizes and Weights Table" indicate post and brace sections which comply with the Standard Construction Specifications.
- 3) Chain link gate frames shall be a minimum of 1-7/8" pipe weighing 2.72 lbs/ft.

- 4) Double gate assemblies shall also be fitted with heavy duty hinges and lift bar interlocking device with drop anchor at midspan that latches to embedded pipe.

5. Gate Holders

- a. Galvanized gate holders of heavy cast construction with counterbalanced latches shall be provided for all gates.
- b. Gate holders shall be anchored with a minimum 24" length of 1-5/8" schedule 40 pipe set in 8" \varnothing concrete base.

6. Material Sizes and Weights Table:

a. Pipe Size:	Weight – lbs/ft.
1) 1-5/8"	2.27
2) 1-7/8"	2.72
3) 2-3/8"	3.65
4) 2-7/8"	5.79
5) 3-1/2"	7.58
6) 4-1/2"	10.79
7) 5-11/16"	14.62
8) 6-5/8"	18.97
9) 8-5/8"	28.55

C. Fence fabric

1. Size: 2" diamond mesh weave x 9 gauge wire
2. Assembly:
 - a. Woven wire
 - b. Knuckle selvage

D. Diagonal Truss Rods

1. Material: Steel Rods Galvanized
2. Size: 5/16" \varnothing
3. Application:
 - a. Install at 1000' max. intervals between line posts
 - b. Install at gate posts with horizontal brace

E. Turnbuckles

1. Material: Drop Forged Steel
2. Size: Right and left hand threads on 5/16" \varnothing screws
3. Type: Eye and eye

4. Take-up: 4-1/2"

F. Fittings

1. General:

- a. Provide all hot-dip galvanized miscellaneous items in accordance with ASTM A120, fasteners, hardware, and anchors to complete the work including but not limited to those herein specified.

2. Components:

- a. Post caps: Type designed to fit snugly over post tops, with minimum projection of 1-1/2 in. below tops, and made with malleable iron or pressed steel. Provide line post caps of such design as will allow top rail to pass through same. Provide curved top caps for all other posts.
- b. Expansion sleeve couplings: Top rails – Pressed steel or round steel tubing, 6 in. long, fitted with raised center, and sized to fit tightly inside or outside of rail.
- c. Tension bands, brace rail end bands, and truss rod brackets: Mild steel flats, not less than 1/8 in. x 1 in., and tension bands for gates not less than 1/8 in. x 3/4 in. Provide 5/16 in. bolts for all fastenings.
- d. Tension bars: Mild steel flats, not less than 3/16 in. x 3/4 in.
- e. Tension wire: ASTM A824, Type II, Class 2, 7 gauge marcelled or 6 gauge plain steel wire, galvanized.
 - 1) Install at top and bottom of fence fabric.
- f. Hog rings
 - 1) Material:
 - a) Steel wire with minimum coating of 0.80 ounces of zinc per square foot of wire surface.
 - g. Tie wire and clips: Soft annealed galvanized steel wire. Provide 9 gauge wire for fastening fabric to posts, and 14 or 9 gauge wire for fastening fabric on top rails and brace rails. Provide 9 gauge wire clips (hog rings) for fastening fabric to bottom tension wire.
 - h. Brace bands: Pressed steel, 12 gauge thickness x 3/4 wide.
 - i. Carriage bolts: 'U' bolts, brace bands and any other miscellaneous hardware listed or not.
 - j. Concrete materials: In accord with Section 03 30 00 and as herein specified.
 - k. Horizontal Tension Wire
 - 1) Material:
 - a) Marcelled 7-gauge steel wire with minimum coating of 0.80 ounces of zinc or 0.40 ounces of aluminum per square foot of wire surface and conforming to ASTM A-824.

G. Operating Hardware:

1. General:

- a. Fork type latch with gravity drop and provision for padlock; center gate stops and drop rod where indicated, three 180-degree gate hinges per leaf.

2.3 MATERIALS - SWINGING GATES

A. Type:

1. Double

B. Gate Frame:

- 1. Assembly: 2-3/8" \varnothing piping with welded joints.

2. Construction:

- a. Weld areas repaired with zinc-rich coating applied per manufacturer's directions.
- b. Fabric to match fence.

3. Hardware:

- a. Gate accessories, hinges, latches, and center stops, keepers and necessary hardware of quality required for industrial and commercial application.
- b. Hinges: Shall be two industrial pressed steel 180% swing
- c. Latch – Single Gate
 - 1) Constructed to accommodate specified hardware, refer to Section 08 71 00.
 - 2) Fulcrum latch with strike strap
 - 3) Padlock.
- d. Latch - Double gate (industrial latch assembly complete).
 - 1) Constructed to accommodate specified hardware, refer to Section 08 71 00.
 - 2) Fulcrum latch with strike strap
 - 3) Padlock.

C. Stretcher bars at vertical, top, and bottom edges.

2.4 MATERIAL - WIND SCREEN FABRIC

A. Fabric Material: [Specifier, coordinate with Struct. Engineer for fence post sizes and weights as they are affected by screen application]

1. Polypropylene - 100%

- a. Tensile Strength: 299 x 204
- b. Mesh
 - 1) Open mesh (OMP)
 - a) Windbreak: 75%
 - b) Weight/sq. yd.: 5.5 oz.

- 2) Closed mesh (P)
 - a) Windbreak: 95%
 - b) Weight/sq. yd.: 7.0 oz.
 - c. Colors:
 - 1) Dark Green
 - 2) Black
 2. Vinyl Coated Polyester – 50% vinyl, 50% polyester, 9 x 12 weave
 - a. Tensile Strength: 230 x 200
 - b. Mesh
 - 1) Windbreak: 70%
 - 2) Weight/sq. yd 7.0 oz.
 - c. Colors:
 - 1) Dark Green
 - 2) Brown
 - 3) Green
 - 4) Blue
 - 5) Burgundy
- B. Construction:
1. Hems: 1-1/2" wide, double sewn with heavy-duty polyester thread.
 - a. Standard: 3-ply fold over hems with heavy vinyl insert with #2 brass grommets spaced at 18" o.c. intervals on the top and bottom and 12" o.c. on the sides.
 - b. Option: Solid vinyl edging for 4-ply overlay hem.
 - c. Center tape (CRT) with grommets on 9'-0" tall panels standard for lacing.
 2. Height:
 - a. 9'-0"
 - 1) 9'-0" high with 3-ply hem, and Open mesh Polypropylene: OMP - 9
 - 2) 9'-0" high with 4-ply hem, and Open mesh Polypropylene: OMP – 9R
 - 3) 9'-0" high with 4-ply hem, and Closed mesh Polypropylene: P – 9
 - 4) 9'-0" high with 3-ply hem, and Vinyl coated Polyester: VCP – 9
 3. Accessories:
 - a. Tie-Rap Fasteners: TR-120, 120lb. Break strength x 8" long
 - b. Hook fasteners: SH-3, S-hook fasteners for windscreens with grommets.

- c. Lace cord: BNC, 3/16" braided polyethylene
- 4. Options:
 - a. Air Vents:
 - 1) Closed mesh Polypropylene:
 - a) Model: AVR
 - b) Size: Mfgr's standard
 - c) Spacing: 10'-0" o.c.
 - 2) Vinyl coated Polyester:
 - a) Model: AV
 - b) Size: Mfgr's standard
 - c) Spacing" 10'-0"
 - d) Const. Die cut and heat-sealed

2.5 MATERIAL - WIND SCREEN SLATS

- A. Fabric Material: [Specifier, coordinate with Struct. Engineer for fence post sizes and weights]
 - 1. Material: Vinyl
 - 2. Size: TBD
 - 3. Mfgr: TBD
 - 4. Color: Blue

2.6 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the General Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 INSPECTION/EXAMINATION

- A. Verification of Conditions:
 - 1. Examine areas and conditions under which work is to be performed.
 - 2. Identify conditions detrimental to proper or timely completion of work and coordinate with General Contractor to rectify.
- B. Surface:
 - 1. Examine and verify that receiving conditions of substrate have no defects or errors, which would result in poor or potentially defective application or cause latent defects in workmanship.

3.2 COORDINATION

- A. Refer to Division 1 for project coordination requirements.

- B. General Contractor shall coordinate work as herein specified, in accordance with drawings and as required to complete scope of work with all related trades.

3.3 PREPARATION

- A. Prepare work, substrates, etc. in accordance with manufacturer's recommendations.

3.4 FABRICATION

- A. Footing excavation
- B. Fencing posts installation
- C. Fencing and fabric installation
- D. Gate construction and installation
- E. Gate hardware installation

3.5 INSTALLATION

A. General:

1. Do not begin installation before final grading is completed, unless otherwise permitted.
2. Verify areas to receive fencing, gates & operators are completed to final grades and elevations.
3. Insure property lines and legal boundaries of work are clearly established.
4. Prior to all work of this Section, carefully inspect and verify that the installed work of all other trades is complete to the point where this work may properly commence.
5. Verify that specified items may be installed in accordance with the approved design.
6. In the event of discrepancy, General Contractor shall immediately notify the Owner in writing. Do not proceed in until unsatisfactory conditions have been corrected.
7. Excavation: Drill or hand-excavate (using posthole digger) holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil.
8. Installation to conform with ASTM F-567
9. Provide heights as indicated on Contract Documents and as herein specified.
10. Install Wind Screen Fabric in accordance with manufacturers recommendations and reviewed shop drawings
11. Install Wind Screen Slats in accordance with manufacturers recommendations and reviewed shop drawings
12. Fence shall be set to elevations as shown on Civil documents and confirm with layout as indicated on Architectural documents. [Specifier, ensure Civil shows grade elevations]

B. Post spacing and Setting:

1. General:
 - a. Posts shall be equally spaced in line of fence with spacing not to exceed 10'0".
 - 1) All posts shall be set in concrete footing.

- a) Coordinate with interior building floor slabs at interior conditions.
 - 2) Offset to be 2'-0" at monument locations, measured at right angles to R/W lines.
 - a) Taper to achieve offset to be at least 20' long.
 - 3) Top of concrete footings shall be set 2" above finish grade and slope away from post.
 - a) Slab shall be level and extend over footing at interior conditions.
 - 4) Place concrete around posts and vibrate or tamp for consolidation.
 - a) Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - 5) Coat all posts in contact with concrete with a VOC compliant lead primed paint.
 - 6) Set posts 1" past end of concrete and into compacted aggregate at base of footing.
 - 7) Concrete mix design shall be in accordance with Cast in Place Concrete Section 03300.
2. Corner, End and Pull post footings:
- a. Footing Size: 14" \varnothing x 3'3", minimum
3. Gate and Latch posts:
- a. Footing size:
 - 1) 2-7/8 in. diameter posts: 12-in. \varnothing x 48" deep
 - 2) 3-1/2 in. diameter posts: 14-in. \varnothing x 48" deep
 - 3) 4-1/2 in. \varnothing posts: 18 in. \varnothing x 48" deep
 - 4) 5-11/16 in \varnothing posts: 22 in. \varnothing x 48" deep
 - 5) 6-5/8 in. diameter posts: 26-in. \varnothing x 48" deep
 - 6) 8-5/8 in. diameter posts: 35-in. \varnothing x 48" deep
4. Line Posts
- a. Footing Size: 12" \varnothing x 3'0' deep, minimum
5. Setting:
- a. Posts: Install Corner posts at any of the following conditions:
 - 1) Change in direction of 15 degrees or more.
 - 2) Change in grade of 5% or more.
 - 3) Beginning and end of curved sections.
 - 4) Where indicated on Documents.
 - b. Install terminal posts at ends.
 - c. Install gateposts at both sides of gates.
 - d. Install latch posts at sliding gates.

- e. Space line posts equally between gate, terminal, angle, and corner posts, but not more than (10 ft. – 0-in.) o.c.
 - 1) In curved sections with radius of 50 ft. or less, space posts at 5 ft. 6 in. o.c.
 - 2) Set top of post level with top of fabric.
 - f. Install end posts 4" maximum clearance distance from exterior building walls.
- C. Installation of Fencing:
- 1. Posts:
 - a. Diagonal Braces (pipe):
 - 1) Install starting at 12" below top of fence fabric at latch post fence panel
 - a) Install in conjunction with diagonal truss rods
 - 2) Install diagonal brace at end and corner posts
 - 3) Install diagonal brace at gate latch posts
 - 2. Horizontal Brace:
 - a. Install fixed horizontal pipe brace set at 12" below top of fence fabric in addition to two (2) diagonal truss rods at gate posts.
 - b. Install temporary braces so posts are plumb when diagonal truss rods are under proper tension.
 - c. Install fixed horizontal pipe brace set at 12" below top of fence fabric in addition to a single diagonal truss rod as option to a diagonal brass at end and corner posts.
 - 3. Top Rails:
 - a. Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer. Connect sections with sleeves to form a continuous rail between Terminal posts.
 - 4. Center Rails:
 - a. Provide center rails at corners and end of run. Install in one piece between posts and flush with post or fabric side, using special offset fittings where necessary.
 - 5. Bottom Rail:
 - a. Install bottom 5/8" rail before stretching fabric attached with galvanized wire at 18" o.c.
 - 6. Fabric:
 - a. Leave at 2" above finish grade and bottom salvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released. Fasten to Terminal posts with tension bars through mesh and secured with tension bands at maximum 15" intervals. Tie to line posts and top rails with tie wires spaced at maximum 12" on posts and 24" on rails. Attach to bottom tension wire with top rings at maximum 24" intervals.

7. Stretcher Bars:

- a. Fabric shall be attached to terminal and gate posts by using 1/4" by 3/4" tension bars tied to the post every 14" with 11 gauge 1" wide galvanized steel bands and 3/8" diameter bolts and nuts.

8. Fasteners:

- a. Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

1) Tension Wires:

- a) Install top and bottom of fence.

2) Truss Rods:

- a) Install each direction diagonally between line posts at 1000' max. spacing
- b) Install each direction diagonally at gate post fence panels.
- c) Stretch between terminal posts 6" above grade and fasten to terminal posts.

D. Gates:

1. Swinging gates: In accord with ASTM F1184.

- a. Provide gates of sizes indicated on Documents made with round tubular pipe frame securely braced internally, and filled with fabric to match fence.
- b. Latch and lock assemblies: Secure assemblies to gate posts by bolts or welding.
- c. Latches, stops, roller assemblies and other gate accessories shall be steel or malleable iron with galvanized coating as specified for fence framework.
 - 1) Coordinate hardware additionally with Section 08 71 00.

E. Wind Screen Fabric: Install per manufacturer's recommendations with all appropriate fasteners & accessories.

3.6 ADJUSTING

- A. Test operation of equipment, components, etc. and adjust as needed to produce fully functioning units that comply with requirements.

3.7 FIELD QUALITY CONTROL

- A. Product manufacturer shall provide field service support as requested by the Installer/Applicator
 1. General Contractor and the product manufacturer shall make periodic on-site inspections to ensure that the materials are being installed in strict accordance with manufacturer's specifications.
 2. The Applicator shall be responsible for the proper application of the materials.
- B. The Applicator shall certify in writing the quality of work performed relative to the substrate system, details, installation procedures and workmanship is in accordance with project specifications and manufacturer's instructions.

1. Monitor work to insure installation and assembly are in accordance with applicable standards.

3.8 TESTING

A. Gate operation:

1. General:

- a. Perform tests witnessed by Owner and Architect.
- b. Failing hardware and gate operation shall be replaced and repaired to meet test requirements at no additional cost to Owner.

3.9 DEMONSTRATING

- #### A. Provide factory-certified field service engineer to a site visit to instruct user in proper system operation.

Gate operation and controls

3.10 PROTECTION AND CLEAN UP

- #### A. Refer to Division 1 for protection and cleaning requirements.
- #### B. Subcontractor will keep the work areas in a clean and safe condition so his rubbish, waste, and debris do not interfere with the work of others.
- #### C. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
1. Clean adjacent surfaces free of caulking or sealant with mechanical action or solvent as necessary, avoiding damage to other materials.
- #### D. Perform work in accordance with manufacturer's recommendations, as herein specified and in accordance with drawings.
- #### E. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no cost to the Owner.
- #### F. After completion of work in this section, remove all erection equipment and implements of service, and debris.
1. Leave entire area in a neat, clean, acceptable condition.
- #### G. Provide Guarantee/Warranties and Bonds as required in this specification section and as listed in Division 1 closeout submittal procedures.
- #### H. Provide record drawings in accordance with Division 1 closeout submittal procedures.
- #### I. Close out, on-site inspection will be at the discretion of the Architect after he receives the General Contractor's NOTICE of "Certificate of Substantial Completion".

END OF SECTION 32 31 13

SECTION 32 84 00 – IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all materials, labor, equipment and services necessary to furnish, install and maintain the Irrigation System, accessories and other related items necessary to complete the Project as indicated by the Contract Documents unless specifically excluded.
- B. Related Work Specified Elsewhere
 - 1. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to work of this section.
 - 2. Section 31 20 00 – Earthwork
 - 3. Section 31 23 00 – Trench Excavation and Backfilling
 - 4. Section 32 90 00 – Landscape Planting

1.2 CODES AND REGULATIONS

- A. All work and materials shall be in full accordance with the following codes adopted and amended by the authority having jurisdiction. Nothing in these drawings or specifications is to be construed to permit work not conforming to these codes. The work described in these specifications shall govern in the event that the drawings or specifications call for material or methods of construction of higher quality or standard than required by these codes.
 - 1. California Plumbing Code
 - 2. California Administrative Codes:
 - a. Title 8, Industrial Relations
 - b. Title 19, Public Safety
 - 3. California Electrical Code
 - 4. California Green Building Standards Code, Section 5.304.
 - 5. California Department of Water Resources, Model Water Efficient Landscape Ordinance (MWELO)
 - 6. Standards and Regulations of other agencies, water utility provider, or organizations as listed in this specification relating to products or procedures, e.g. American Society for Testing and Materials.

1.3 DEFINITIONS

- A. Piping: All pipe fittings, valves, and accessories as required for a complete piping system.
- B. PVC: Polyvinyl Chloride.
- C. Agencies and Organizations:

1. ASTM- American Society for Testing and Materials
2. AWWA- American Water Works Association
3. IAPMO- International Association of Plumbing and Mechanical Officials
4. CEC - California Electrical Code
5. UL - Underwriter's Laboratories
6. SSPWC – Standard Specifications for Public Works Construction, by the American Public Works Assoc./Associated General Contractors of California.

D. Owner: An authorized representative of the Owner or the Owner's authorized consultant.

1.4 QUALITY ASSURANCE

- A. The work of this section shall be performed by a single firm experienced in irrigation work and holding a current California Contractor's A or C27 License.
- B. Qualifications of Workers
1. The Contractor shall employ skilled workers who are thoroughly trained and experienced in irrigation system installation and who are completely familiar with the specified requirements and methods needed for proper performance of this work.
 2. The Contractor shall provide adequate supervision by a qualified foreman fluent in English that will be continuously onsite during the performance of this work.

1.5 SUBMITTALS

- A. An operational assessment report of any existing irrigation system in the area of work shall be submitted prior to the start of the project's work, including demolition and clearing. See Subsection 1.07.
- B. The Contractor shall submit complete lists of proposed materials and equipment per the Division 01 Submittal Section, including manufacturer's name and model numbers. Only provide additional product data and/or catalog cut sheets if a substitute material or equipment is proposed. No substitution will be allowed without prior written approval.
- C. Shop drawings shall be provided for the layout and description of all equipment assemblies, including dimensions, capacities, and other characteristics as listed in product specifications. Shop drawings for booster pump assemblies shall clearly and neatly indicate the layout of the assemblies and proposed piping in the pump yard, and shall show adjacent equipment, required clearances, walls, fences, piping and other existing permanent improvements affecting the layout. Materials and equipment shall not be ordered until given written acceptance. Equipment or materials installed or furnished without prior approval or acceptance may be rejected and the Contractor shall be required to remove such materials from the site at his own expense.
- D. When specific name brands of equipment and materials are used, they are intended as preferred standards only. This does not imply any right upon the part of the Contractor to furnish other materials unless specifically approved in writing as equal in quality and performance by the Owner. Decisions by the Architect/Engineer shall govern as to what name brands of equipment and

materials are equal to those specified on the plans and his decisions shall be final. It shall be the responsibility of the Contractor to furnish proof as to equality of any proposed equipment or material.

- E. Approval of any item, alternate or substitute indicates only that the products apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
- F. Acceptance of any submittals, deliverables, or other work product of the Contractor shall not be construed as assent that the Contractor has complied with, nor in any way relieved the Contractor of compliance with (i) the applicable standard of care, and/or (ii) applicable statutes, regulations, rules, guidelines, and contract requirements.
- G. Irrigation Equipment: When the Contractor desires to transfer salvaged irrigation equipment and/or new spare equipment and/or parts to the Owner, he must submit along with the equipment an itemized list. The Contractor is solely responsible to obtain a written confirmation by the Owner that all materials received by the Owner matches his material list. The transfer of materials will not be considered executed without written confirmation of same.
- H. Submit any required or requested testing data and/or Certificates, including but not limited to the backflow prevention assembly testing Certificate after the assembly is installed prior to regular system operation.

1.6 EXPLANATION OF DRAWINGS

- A. The intent of the drawings and specifications is to indicate and specify a complete and efficient sprinkler irrigation system ready for use in accordance with the manufacturer's recommendations, and all applicable local codes and ordinances. Interpretation of irrigation plans and specifications shall be the responsibility of the Landscape Architect or Owner.
- B. All existing systems and improvements are shown in their approximate locations. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and shall report any variations to the Owner.
- C. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all his work, and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed in the most direct and workmanlike manner, so that conflicts between sprinkler systems, planting, utilities, and architectural features will be avoided. Locate pipe, valves and other equipment in planting areas unless specifically noted otherwise.
- D. All work called for on the drawings by notes shall be furnished and installed whether or not specifically mentioned in the specifications.

1.7 EXISTING CONDITIONS

- A. The Contractor shall not install the irrigation system and equipment as shown on the Drawings when it is obvious in the field that obstructions or differences in existing conditions and/or systems are present. Such obstructions or differences should be immediately brought to the attention of the Owner. Failure to provide notification prior to the start of this work shall make the Contractor liable for any and all repairs and/or corrections necessary for proper functioning and coverage of the system without any additional cost to the Owner.
- B. The Contractor shall examine carefully the site of work contemplated and the proposal, plans, specifications, and all other contract documents. By submitting a bid, the Contractor attests that he has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantity of work to be performed and materials to be furnished, and the requirements of the specifications. The Contractor shall take necessary precautions to protect existing site conditions that are to remain. Should damage be incurred, the Contractor shall make the necessary repair or replacement to bring it back to its original condition at his own expense.
- C. Prior to cutting into the soil, the Contractor shall coordinate with the Owner to locate all cables, conduits, sewers, septic tanks, and other such underground utilities as are commonly encountered and he shall take proper precaution not to damage or disturb such improvements. If a conflict exists between such obstacles, notify the Owner who will consider realignment of the proposed work. The Contractor will proceed in the same manner if a rock layer or any other condition encountered underground makes change advisable. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify the Owner for instructions as to further action. Failure to do so will make Contractor liable for any and all damage thereto arising from his operations subsequent to discovery of such utilities not shown in plans.
- D. The Contractor shall verify the correctness of all finish grades within the work area in order to insure the proper soil coverage (as specified) of the sprinkler system pipes. The Contractor shall verify and be familiar with location and size of the proposed water supply (P.O.C.). He shall make approved type connection and install new work.
- E. The Contractor shall be responsible for notifying the Owner prior to installation that equipment or methods indicated on the drawings or in the specifications conflict with local codes, are incompatible or an error is apparent. In the event the Contractor neglects to do this, he will accept full responsibility for any revisions necessary.

1.8 PERMITS

- A. The Contractor shall obtain and pay required fees to any governmental or public agency. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs in connection with any inspections and examination required by these authorities.

1.9 TESTING

- A. General: Unless otherwise directed, tests shall be witnessed by the Owner. Work to be concealed shall not be covered until prescribed tests are made. Should any work be covered before such tests, the Contractor shall, at his expense, uncover, test and repair his work and that of other contractors to original conditions. Leaks and defects shown by tests shall be repaired and entire work re-tested. Tests may be made in sections, however, all connections between sections previously tested and new section must be included in the test.
- B. Main Line Piping: Hydrostatically test main line pipe segments after a minimum of twenty-four (24) hours after any solvent connections. Purge any free air in the test pipe sections. Partially backfill pipe but keep all joints exposed. Maintain 125 psi water pressure in new main line piping for a minimum duration of two (2) hours. There can be a maximum +/- 5psi change in pressure during the test.
- C. After being installed at the project site, any newly installed Backflow Prevention unit must be tested and approved as functioning properly per the local water agency requirements. Approval of the backflow prevention unit must precede any final inspection of the irrigation system. All costs for testing shall be the responsibility of the Contractor.

1.10 OBSERVATION

- A. General:
 - 1. Installation and operations must be approved by the Owner.
 - 2. In no event shall the Contractor cover up or otherwise remove from view any work under this contract without prior approval of the Owner. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.
 - 3. In all cases, where inspection/observation of the irrigation system work is required and/or where portions of the work are specified to be performed under the direction and/or review of the Owner's Representative, the Contractor shall notify the Owner's Representative at least 48 hours in advance of the time when such review and/or direction is required. Any necessary re-excavation or alterations to the system needed because of failure of the Contractor to provide the required notification and to obtain the review/observation, shall be performed at the Contractor's own expense.
- B. Periodic observations shall be required for basic operations and installations during progression of the project. The Owner's Representative, Owner or Landscape Architect shall perform the observations and shall record the observation on the Irrigation System Observation Log form on the As Built Record Drawings. Such observations will include but not necessarily be limited to the following items as included in the scope of work:
 - 1. Layout and flagging of sprinkler heads.
 - 2. Trenching.
 - 3. Main line installation and connections to existing pipe.
 - 4. Main line sustained pressure check.
 - 5. Wire placement.
 - 6. Partial fill compaction of trenches.

7. Control valve installation.
8. Drip line installation prior to backfilling.
9. Sprinkler/emitter coverage prior to the start of planting operations.
10. Overall system operation and primary/secondary communication.

C. Coverage & Operations Review:

1. When the irrigation system is operational and prior to soil conditioning operations, the Contractor in the presence of the Owner shall perform a coverage test of the irrigation system. The Contractor shall furnish all materials and labor required to perform the coverage test and to correct any minor inadequacies of coverage disclosed. The Contractor shall inform the Owner and Owner of any deviation from the plan required due to wind, planting, soil, or site conditions that bear on proper coverage. If such notification of necessary corrections or additions to the irrigation system is not provided prior to or during the coverage test, the Contractor shall make all subsequent adjustments and corrections needed for proper coverage without any extra cost to the Owner.
2. Prior to the start of the maintenance period, the irrigation system shall be reviewed by the Owner for proper operations, and a review of and training on equipment and associated controls performed. Any corrections and/or adjustment shall be made as a condition for the start of the maintenance period and subsequent Final Acceptance.

- D. Final Acceptance: The work will be accepted in writing when the entire project improvements have been completed to the satisfaction of the Owner. In judging the work, no allowance for deviation from the original plans and specifications will be made unless already approved in writing at proper time. Should it become necessary for the Owner to occupy any portion of the work area before the contract is fully completed, such occupancy shall not constitute acceptance. The Contractor will not be responsible for any damage caused by the Owner's separate work forces.

1.11 REJECTION OF NON-CONFORMING MATERIAL OR WORK

- A. The Owner reserves the right to reject any material or work which does not conform to the contract documents. The rejected material or work shall be removed or corrected by the Contractor at no additional cost to the Owner.

1.12 OPERATIONS NAD MAINTENANCE INSTRUCTIONS & RECORD DOCUMENTS

- A. The Contractor shall prepare and deliver to the Owner's Representative within ten (10) calendar days prior to completion of the maintenance period, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in two individually bound sets of Operating and Maintenance Manuals. These manuals shall describe the material installed and shall be in sufficient depth to permit operating personnel to understand, operate and maintain all equipment. Spare part lists and related manufacturer identification shall be included for each installed equipment item. Each complete, bound manual shall contain the following information:

1. Cover sheet stating Contractor's address and telephone number, duration of guarantee period, and a list of equipment, with names and addresses of local manufacturer representatives and warranty periods.
 2. The Contractor to issue a "CERTIFICATE OF CONSTRUCTION COMPLIANCE" which indicates that all work done, materials and equipment used and installed are in compliance with the approved plans, specifications and all authorized revisions and that the system functions properly.
 3. Complete operating and maintenance instructions and warranties on all major equipment.
 4. Complete set of manufacturer's literature and specifications of material installed, including parts list.
 5. A list of the controller station number for each control valve if different than the control valve number shown on the drawings.
 6. Initial electrical data on each control valve:
 - a. Ohms reading for each valve taken at the controller (circuit is OFF).
 - b. Voltage reading for each valve taken both at the controller and at the valve (circuit is ON).
- B. The contractor shall furnish one set of As-Built full-scale drawings on bond, and two compact disks with complete sets of digital PDF files of all close-out documents after the As-Built Record Drawings have been reviewed and accepted by the Landscape Architect.
1. Label first page of each document, or set of documents, "AS-BUILT PROJECT RECORD" in neat large printed letters on lower right hand corner. Record information concurrently with construction progress. Prints for this purpose may be obtained from the Owner. This set of drawings shall be kept on the site and shall be used only as a record set. Do not conceal any work until required information is recorded. These drawings shall also serve as work in progress sheets, and the Contractor shall make neat and legible annotations thereon daily as the work progresses, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the Owner.
 2. Drawings: Legibly mark to record actual construction:
 - a. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Give sufficient horizontal and vertical dimensions to accurately trace route and depth of each concealed line or item. Accurately locate each capped, plugged or stubbed line.
 - b. Field changes of dimension and detail.
 - c. Changes made by Field Order, Addenda, or other change document.
 - d. Show the final controller station number for each control valve if different than the control valve number shown on the drawings.
 3. Deliver all Close-out Documents (As-Builts) to the Owner. Accompany submittal with transmittal letter in duplicate, containing:
 - a. Date.
 - b. Project title.
 - c. Contractor's name and address.
 - d. Title and number of each Record Document (As-Built).
 - e. Signature of Contractor or his authorized representative.
- C. The Contractor shall provide controller chart(s) as follows:
1. The Contractor shall provide two controller charts for each controller's area of work.

2. The chart shall show the area of work controlled by the automatic controller and shall be the maximum size that the controller door will allow.
 3. Show the controller station number for each control valve if different than the control valve number shown on the drawings.
 4. The chart may be a reduced drawing of the actual as-built system. However, in the event the valve numbering is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.
 5. The chart shall be colored with a different permanent color for each station.
 6. The chart shall be enclosed in a waterproof envelope or laminated.
- D. Per MWELo Section 492.9, upon completion of the landscape planting and irrigation system, and as a condition of Final Acceptance and/or the issuance of a Certificate of Occupancy, the licensed landscape contractor shall submit to the approving agency and/or Owner, the following items in a form acceptable to the approving agency and/or Owner:
1. Project information and contact information for the Owner and Applicant (Contractor).
 2. Certification that the installation complies with the approved Landscape Documentation Package.
 3. Irrigation scheduling parameters used in programming the controller during the establishment and maintenance periods.
 4. A Schedule of Irrigation System Maintenance.
 5. A Landscape Irrigation Audit Report per MWELo Section 492.12. Provide the Audit Report unless the report is not required by the approving agency or Owner.

1.13 SPARE PARTS AND EQUIPMENT

- A. Prior to the conclusion of the maintenance period, furnish the Owner with the following spare parts and equipment:
1. One quick coupler key with attached hose swivel for each set of four quick coupler valves installed.
 2. Ten spare nozzles for each different sprinkler head arc and/or radius nozzle installed.
 3. One valve key for the 2" operating nut and/or hand wheel isolation valve.
 4. One hundred feet of in-line emitter tubing with ten straight and ten ninety degree compression fittings.

1.14 WORK AREA AND SAFETY

- A. The Contractor shall furnish, erect, and maintain all temporary facilities; perform all temporary work during the period of construction, including those herein specified. All facilities shall be maintained in proper and safe operating and sanitary conditions at all times.
- B. The Contractor shall comply with the provisions of the Construction Safety Orders, and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations.

- C. The project site shall be maintained in a neat and safe condition at all times. Cleanup shall be accomplished as the work progresses and upon completion of the work. The Contractor shall provide adequate safety measures to protect workers and the public from injury.

1.15 GUARANTEE

- A. Irrigation system consisting of materials, equipment and workmanship shall be guaranteed for proper operation a minimum of one year from date of Final Acceptance of the Work or the Notice of Substantial Completion of the Project, whichever is later. Manufacturer's warranty periods may be longer, and shall be noted in the close-out documents.
- B. The Contractor shall be held responsible for repair and/or replacement of damages to new or existing improvements resulting from the defects of materials, equipment or workmanship one year from the date of Final Acceptance of the Work or the Notice of Substantial Completion of the Project, whichever is later.
- C. The Owner reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the Owner shall not relieve the Contractor of his responsibilities under the terms of the Guarantee as herein specified.

PART 2 - PIPE AND FITTINGS

- A. Schedule rated white rigid PVC Pipe shall be made from NSF approved Type 1, Grade I, PVC compound conforming to ASTM D-1785.
- B. Class rated (Standard Dimension Ratio) white rigid PVC Pipe shall be made from NSF approved Type 1, Grade I, PVC compound conforming to ASTM D-1784.
- C. PVC pipe shall be of the Class or Schedule as follows:
 - 1. PVC pipe shall meet ASTM D-2241 for solvent weld, plain end, ASTM D-2672 for solvent weld, bell end, and ASTM D-3139 for gasketed bell end. Pipe shall be of the Schedule and/or Class as indicated herein.
 - 2. Pipe sleeves under paving shall be PVC Schedule 40 for 3-inch and smaller or SDR 35 for 4-inch and larger pipes.
 - 3. Riser and/or manifold pipe connecting valves to main line fittings shall be Schedule 80 PVC.
 - 4. Pressurized main line pipe shall be Schedule 40, belled end with solvent welds for pipe sizes less than 2 inches. Pipe sized 2 – 3.5 inches shall be Class 315, SDR 13.5, with bell ends. Pipe sized 4 inches and larger shall be C900, Class 200, DR14 gasketed.
 - 5. Non-pressurized lateral line pipe shall be Schedule 40, belled end with solvent welds.
 - 6. All PVC piping shall be purple colored indicating non-potable water use.
- D. All pipes shall be continuously and permanently marked and conform with the following information: manufacturer's name or trademark, nominal pipe size, Schedule or Class of pipe, pressure rating in PSI, ASTM designation and (NSF) seal of approval.
- E. Rigid polyvinyl chloride (PVC) Fittings:

1. White Schedule 40 type I and II grade 1, solvent weld socket fittings ASTM D-2466 for all lateral lines 2-1/2 inches and smaller.
 2. Gray Schedule 80 type I and II grade 1 solvent weld socket fittings ASTM D-2464 for all main line less than 3 inches diameter, and lateral lines 3 inches and larger.
 3. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable (IPS) schedule, and (NSF) seal of approval.
 4. All plastic fittings and connectors shall be injection molded of an improved polyvinyl chloride compound featuring high tensile strength, high chemical resistance and high impact strength in terms of current ASTM standards for such fittings. Where threads are required in plastic fittings, these shall be injection molded also.
- F. PVC Solvent Weld Adhesive: All socket and bell type connections shall be joined with primer and PVC solvent cement which shall meet the requirements of ASTM F656 for primer and ASTM D2564, "Standard Specification for Solvent Cements for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings." Solvent cement joints for plastic pipe and fittings will be made as prescribed by manufacturer. The high chemical resistance of the pipe and fitting compounds specified in the foregoing sections makes it mandatory that an aggressive colored primer, which is a true solvent for PVC be used in conjunction with a solvent cement designed for the fit of pipe and fittings specified. A heavy bodied, medium set solvent cement, e.g. Weld-On 711 gray, shall be used for all classes and schedules of pipe and fittings.
- G. PVC Pipe Thread Sealant: A non-hardening all purpose sealant and lubricant similar to Permatex #51 or Lasco blue pipe thread sealant which is certified by the manufacturer to be harmless to PVC pipe and fittings. Apply sealant to clean male threads, brushing into grooves and to the first three threads of the female threads. A good quality grade of teflon tape recommended by the manufacturer for use with plastics may be used in lieu of sealant. Minimum width of tape to be used is 3/4". A minimum of two wraps and a maximum of three wraps shall be used.
- H. PVC Swing Joints: Connections to sprinkler heads from lateral lines shall be made with swing joints as detailed. Pre-assembled swing joints from Hunter, King Brothers or Spears are acceptable.
1. Use 6" length nipples for 1/2 inch inlet heads.
 2. Use 12" length nipples for 3/4 or 1 inch inlet heads.
- I. Coated Ductile Iron pipe and fittings:
1. Ductile Iron pipe shall be centrifugally cast pipe conforming to ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, thickness Class 50, with cement - mortar lining and seal coating per ANSI/AWWA C104/A21.4.
 2. Ductile Iron flanged pipe shall conform to ANSI/AWWA C115/21.15.
 3. Ductile Iron flanged fitting to PVC pipe shall use a 'Megalug' mechanical joint restraint Series 2000PV by EBAA Iron per either ANSI/AWWA C111/A21.11 or ANSI/AWWA C153/A21.53, or equal.
 4. Joints shall comply with the following standards:
 - a. Rubber gasketed/mechanical joints: ANSI/AWWA C111/A21.11.
 - 1) Flanged joints: ANSI/AWWA C110/A21.10, B16.1, B16.2.
- J. Coated ductile iron push-on fittings meeting ANSI/AWWA C110 or C153/A21.10 shall be used for:
1. Main line connections for pipe 3 inches and greater in diameter.

2. New main line service tee at valve connections where a service saddle is not acceptable.
 3. Self-restrained fittings or joint restraints (Leemco LH or equal) shall be used for all elbows, tees, bends, etc fittings.
- K. Coated ductile iron service saddles with stainless steel double straps, Smith-Blair 317, Romac Industries 202NS, or equal, shall be used for remote control/quick coupler valve service connections on main lines 1.25 inch or greater, and where the available outlet size can match the largest lateral line size downstream of the remote control valve.
- L. Coated ductile iron couplings shall be used to connect new C900 PVC pipe to existing asbestos-concrete (transite) pipe. Use Smith-Blair 441 Omni coupling, or equal.
- M. Galvanized pipe and fittings:
1. Galvanized Pipe shall be hot dip galvanized continuous welded, seamless steel SCH 40 pipe conforming to current ASTM A53 standards.
 2. Galvanized Fittings shall be galvanized, threaded malleable iron SCH 40 conforming to current ASTM A865 standards.

2.2 BACKFLOW PREVENTION ASSEMBLY

- A. The backflow prevention assembly is existing and shall remain in place.

2.3 VALVES

- A. Electric Control Valves:
1. Globe valves operated by low-power solenoid, normally closed, manual flow adjustment. Sizes and types as shown on drawings.
 2. Provide a pressure regulating module on all control valves, or other pressure regulating components as part of the operating spray head or low volume head zones when the dynamic system pressure is, or may be greater than 45 psi.
- B. Control Valve Marking: Christy's valve identification tag (or equal), yellow color (purple color for recycled water) with text designating controller and valve station number, e.g. "A12", or equivalent.
- C. Isolation Valves:
1. Cast bronze, coated ductile iron or coated cast iron gate valve with resilient wedge, non-rising stem and two inch operating nut for main line 2 inch size or greater. Match size of mainline.
 2. Cast bronze threaded gate valve with bronze cross handle for main line less than 2 inch size.
- D. Quick Coupling Valve: Two piece quick coupling valve as shown on the Drawings.

2.4 VALVE BOXES

- A. Control Valve/Master Valve/Flow Sensor boxes:
1. Shrub/Ground Cover areas: Carson 1419 body with lockable tan plastic cover, or equivalent. Drip Valve Kits shall use a Jumbo body with lockable tan plastic cover.
 2. Turfgrass areas: Carson 1419 body with lockable green plastic cover, or equivalent.
 3. Hardscape areas: Christy B16 concrete box (11.75" x 22.25") with N16R composite solid flush lid, or equivalent.
- B. Quick Coupler Valve boxes:
1. Shrub/Ground Cover areas: Carson 910 body with lockable tan plastic cover, or equivalent.
 2. Turfgrass area: Carson 910 body with lockable green plastic cover, or equivalent.
 3. Skinned ballfield areas: Christy F08 round concrete valve box (8" ID) with F08R concrete lid, or equivalent. Boxes in a sports venue's field of play that are noted to be installed below grade shall use a metal lid with a non-woven geotextile of a minimum 0.5 lb./sq. yd. covering the lid and box frame.
- C. Isolation Valve boxes:
1. Gate Valve box in hardscape: Christy G05 round concrete valve box (10.375" ID) with cast iron G05C lid, or equivalent.
 2. Gate Valve box in planting areas: Christy F08 round concrete valve box (8" ID) with F08R concrete lid, or equivalent. Use F14 ADS adapter and extension for sizes 2.5 inches and larger.
 3. Ball Valve box: Same as 2.04, A.
- D. Control Valve box marking: Plastic lids shall have branded markings, and concrete lids shall have painted markings on the top of lid with minimum 2 inch high stenciled letters showing controller letter and station number.

2.5 CONTROLLER

- A. The irrigation Controller is existing and shall remain in place / shall be relocated. Verify open stations and spare wire, if any, in the area of work.

2.6 CONTROL AND TRACER WIRE, COMMUNICATION CABLE

- A. Connections between the automatic controllers and the electric control valves, and tracer wire shall be made with direct burial AWG – UF 600 volt copper wire manufactured for irrigation system use.
- B. Hot control wires for the first controller shall be red. If multiple controllers are installed, the hot wire color shall be orange, yellow, purple in order for each controller. Common ground wire shall be white, with a color stripe corresponding to the hot control wire color when multiple controllers are installed. Spare control wires shall be black and spare common wire blue. Tracer wire shall be green.

- C. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14. Common wire shall be a minimum #12 size.
- D. All control wire splices/caps shall be made with direct bury rated, waterproof wire connectors with silicone sealant, Spears DS-500 Dri-Splice, 3M DBR/DBY or approved equal. Use one splice per connector sealing pack.
- E. Apply waterproof numbered wire markers or sleeves at both sides of all splices and at the controller terminal board corresponding to the controller (A, B, etc.) and station number (02, 14, etc.). If multiple valves are connected to one station, add a single digit identifier (1, 2, etc.) to the station number (XX), e.g. A02-1, A02-2, etc.
- F. Communication/flow sensor cable shall be a shielded and jacketed, minimum 16 gauge twisted pair with drain wire, Paige P7162D or equal compliant with the controller manufacturer's specifications.
- G. Below-grade conduit for control wires and/or cables shall be PVC for electrical use with long radius sweeps at direction changes and at valve/splice/pull box terminations.

2.7 IRRIGATION HEADS

- A. Bubbler Pop-up Head: Molded plastic body with pop-up plastic riser and nozzle. Manufacturer's model numbers are listed with description on the Drawings.

2.8 DRIP IRRIGATION EQUIPMENT

- A. Flexible distribution tubing shall be 0.66" – 0.70" OD (17mm nominal) fabricated from virgin polyethylene resin specifically designed for subsurface drip irrigation use and conforming to ASTM D 1248 for Type I, Class C, Category 4 Grade P14, and to ASTM D-3350 for PE 122111C. Provide all fittings, connectors and accessories compliant with the tubing for a complete, properly functioning system.
- B. Pressure rating of tubing shall be as defined in Standard ASAE S435. Burst strength shall be minimum 50 psi at 176 degrees F for 4,200 hours.
- C. In-line wye filters shall be type as noted on the Drawings. Filter element shall be molded polyester screen cylinder with minimum 150 mesh screen (blue).
- D. Preset pressure regulators shall be type as noted on the Drawings for above or below ground application.
- E. In-line emitter tubing shall be a below grade product with self-cleaning emitters. Manufacturer as noted on the Drawings.
- F. Flush valve assembly as noted on the Drawings.

- G. Operation indicator shall be a 6 inch pop-up sprinkler body with built-in check valve. Install a bubbler or variable arc nozzle that can be adjusted to a no-flow condition, Hunter ECO-INDICATOR, or equal.

2.9 CONCRETE

- A. Cast-in-place Portland cement concrete used for pipe encasement, cover, thrust blocks, pipe support or other below-grade use shall at minimum comply with 2,800 psi 28 day strength.

2.10 OTHER MATERIALS

- A. Materials not specifically indicated but necessary for the proper execution of this work shall be of first quality as selected by the Contractor subject to the acceptance of the Owner.
- B. All materials appearing in the legend and details of the irrigation drawings are to be furnished and installed by the Contractor unless specifically noted to the contrary. Contractor is responsible for installation according to plans and details. The system shall efficiently and uniformly irrigate all areas and perform as required by these plans and specifications.
- C. Granular bedding material shall be clean natural occurring sand, free from clay, salt, sea shells or organic material, suitable for the purpose intended, and shall be of such size that 90 percent to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve.

PART 3 - EXECUTION

3.1 SYSTEM DESIGN AND VERIFICATION

- A. Contractor shall verify existing pressure and any existing irrigation equipment, and shall inform the Owner of any discrepancies between the existing systems' make and model of equipment, such as sprinkler heads, control valves, etc., and those indicated in the Drawings in writing prior to the start of irrigation system installation. Failure to inform the Owner of any discrepancy within seven working days prior to beginning of system installation will place the responsibility of any and all corrective action on the Contractor at no expense to the Owner.

3.2 PIPE INSTALLATION

- A. General:
 - 1. Any equipment installed by the Contractor and deemed to be for the use of the Owner in various situations (i.e., control valves, control panels, etc.) shall be so installed to be readily accessible and quickly operable. Equipment deemed by the Owner to be inoperable for its intended purpose shall be reinstalled by the Contractor in an operable position before approval will be given. Any changes made by the Contractor shall be done without any additional cost to the Owner.

2. The Contractor shall be responsible for layout of proposed facilities and any minor adjustments required due to differences between existing conditions and the Drawings. Any such deviations in layout shall be within the intent of the original drawings, and without additional costs to the Owner. The Owner will indicate the proposed precise location of the control panels. Head spacing on drawings is diagrammatic. Head spacing and patterns shall be adjusted to provide complete and adequate coverage with a minimum spray on non-planted areas. Where head spacing is not specifically noted, Contractor shall install sprinkler heads evenly along the irrigation area's perimeter. Flush all lines prior to installation of heads.
 3. Support piping without strain on joints or fittings and allow for piping expansion and contraction. "Snake" pipe into trench in accordance to manufacturer's recommendations to allow for expansion. Lay on solid bedding, at uniform depth.
- B. The Contractor shall examine all other portions of working drawings and plan trenching and pipe layout so that no conflict will arise between irrigation and any other work. Any corrective action will be the Contractors responsibility at no further expense to the Owner.
- C. Excavations:
1. Excavations shall be open vertical construction, sufficiently wide to provide clear working space around the work installed and to provide ample space for backfilling and tamping.
 2. The use of a vibratory plow or methods other than open vertical trenching will not be allowed without the written approval of the Owner. To obtain such approval, a field test must be performed, at the proposed site, with the equipment to be used in the presence of the Owner and Owner. The field test is to indicate if the proposed site is favorable to the plowing method. Approval for plowing at one location does not allow the use of plowing at another location. Approval for plowing must be obtained for each location where the use of plowing is proposed. If, at previously approved plowing locations, conditions for plowing become unfavorable as determined by the Owner, plowing shall be terminated.
 3. Trenches for pipe and equipment shall be cut to required grade lines, and compacted to provide an accurate grade and uniform bearing for the full length of the line.
 4. Unless written approval for using native soils as bedding material is given by the Owner, main line pipe shall be placed on a minimum 6 inch depth of granular bedding material.
 5. Excess trench soil with rocks greater than ½ inch diameter shall be removed from the planted area and spread as directed by the Owner.
 6. When two pipes/conduit are to be placed in the same trench, it is required to maintain a minimum six inch (6") horizontal separation between pipes/conduit.
 7. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
 - a. 24-inch minimum over main lines and wire conduit.
 - b. 18-inch minimum over non-pressure (rotary pop-up) lateral lines.
 - c. 12-inch minimum over non-pressure (pop-up spray head) lateral lines.
 - d. 24-inch minimum from subgrade over any lines located in a paved vehicle area.
 - e. Maximum cover above the top of the pipe shall not exceed twelve inches (12") greater than the required minimum cover.
 - f. 12-inch minimum cover over drip line non-pressure lateral and manifold pipe, and main distribution tubing.

g. 3-inch minimum cover over in-line emitter tubing.

D. Assemblies:

1. Routing of pressure supply lines as indicated on drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform with details on plans.
2. Install all assemblies specified herein according to the respective detail drawings or specifications pertaining to specific items required to complete the work. Perform work according to best standard practice.
3. Install no multiple assemblies on plastic lines. Provide each assembly with its own outlet.
4. All threaded pipe and fittings shall be assembled using an approved teflon tape, or equivalent, applied to the male threads only. A minimum of two (2) wraps and a maximum of three (3) wraps of an approved teflon tape will be required.
5. No main line elbows, branch tees or isolation valves are to be located closer than five (5) feet to each other without prior approval of the Owner.

E. Line Clearance: All lines shall have a minimum clearance of four inches (4") from each other, and six inches (6") from lines of other trades. Parallel lines shall not be installed directly over one another.

F. Plastic to Steel Connections:

1. At all plastic (PVC) pipe connections, the Contractor shall work the steel connections first. Connections shall always be plastic into steel, never steel into plastic. An approved teflon tape shall be used on all threaded (PVC) to steel, never steel into plastic. An approved teflon tape shall be used on all thread (PVC) to steel pipe joints applied to the male threads only, and light wrench pressure is to be applied. A minimum of two (2) wraps and a maximum of three (3) wraps of an approved 3/4" wide teflon tape will be required.
2. A non-hardening sealant and lubricant similar to Permatex #51 or LASCO blue pipe sealant may be used in lieu of teflon tape. Apply sealant to clean male threads brushing into grooves and to the first three threads of the female threads.

G. Plastic Pipe:

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings. All plastic pipe and fittings shall be stored under a weatherproof roofed structure before using and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lie flat so as not to be subject to undue bending or concentrated external load at any point.
 - a. All lumber, rubbish, rubble, concrete and rocks shall be removed from the trenches by the Contractor. Pipe shall have a firm uniform bearing for the entire length of each pipe line to prevent uneven settlement. Wedging or blocking under riser tees shall be done only if specified on the plans. Pad trenches with soil as necessary to provide uniform bearing surfaces.
 - b. Where extensive lengths of pipe are installed, snake pipe in trench from side to side to allow for expansion and contraction. One additional foot per one hundred (100) feet of pipe is the minimum allowance for snaking. Never lay pipe when there is water in the trench or when the temperature is 32 degrees F or below.

- c. All changes in direction of pipe shall be made with fittings, not by bending. No main line fittings for changes in direction shall be greater than 45 degrees. Provide a minimum five (5) feet between changes in direction fittings.
- d. Safely handle primers and cements per ASTM F-402. Make solvent weld joints per ASTM D-2855 with a non-synthetic bristle brush in the following sequence:
 - 1) Make sure pipe is cut square and all rough edges and burrs are removed. All connecting surfaces are properly cleaned and dry prior to application of pipe primer.
 - 2) Apply an even coat of colored primer to pipe and fitting prior to application of solvent.
 - 3) Apply an even coat of solvent to the outside of the pipe, making sure that the coated area is equal to the depth of the fitting socket.
 - 4) Apply an even light coat of solvent to the inside of the fitting.
 - 5) Apply a second coat of solvent to the pipe.
 - 6) Insert the pipe quickly into the fitting and turn pipe approximately one-eighth to one-quarter turn to distribute the solvent and remove air bubbles. Hold the joint for approximately fifteen seconds so the fittings do not push off the pipe.
 - 7) Using a clean rag, make sure to wipe off all excess solvent to prevent weakening at joint.
 - 8) Exercise care in going to the next joint so that pipe is not twisted, thereby disturbing the last completed joint.
 - 9) Allow at least fifteen minutes setup time for each welded joint before moving.
 - 10) Repairing plastic pipe when damaged shall be done by replacing the damaged portion of pipe.
- H. Concrete Thrust Blocks: Concrete anchors or thrust blocks shall be provided on pressure main pipelines 2 inches or greater in diameter at abrupt changes in pipeline grade, changes in horizontal alignment (bends, tees and crosses), reduction in pipe size (reducers, reducing tees or crosses), end-line caps or plugs, and/or in-line isolation valve to absorb any axial thrust of the pipeline. The pipe manufacturer's recommendation for thrust control shall be followed. Thrust blocks must be formed against solid unexcavated earth (undisturbed). Do not enclose entire joint in concrete. Provide a minimum of three cubic feet of concrete for each thrust block.
- I. Concrete thrust blocks may be eliminated if the main line piping system uses self-restrained fittings and bell joint restraints per manufacture's specifications throughout.

3.3 PIPE DEPTH AND BACKFILL

- A. Backfill shall not be placed until the installed system has been inspected, pressure tested and approved by the Owner.
- B. Backfill for first 6 inches underneath, and 4 inches around and above main line pipe and control wires shall be granular bedding material, unless the Owner approves in writing that native soil may be used for initial backfill in lieu of granular bedding material. Backfill material for the upper portion of the trench shall be approved soil. Unsuitable material, such as pipe remnants and wire

including clods and rocks over two inches (2") in size, shall be removed from the premises and disposed of legally at no cost to the Owner.

- C. Backfilling for all pipe shall be carried out in two basic stages.
 - 1. Stage One Backfilling: This shall be accomplished as soon as possible after the pipe is laid. A bedding of uniform depth with no voids must be provided along the entire length of the pipe. The bedding material should be placed in the trench and tamped into the areas under the pipe, using a suitable tool. Joints should be left exposed until hydrostatic tests are completed. Cover only those portions of the pipe necessary to prevent movement or damage.
 - 2. Stage Two Backfilling: This shall be completed after all hydrostatic tests are completed and the piping system has been thoroughly checked for leaks or other defects. Continue to add backfill material in four inch (4") layers and hand tamp to achieve density similar to adjacent soil. After twelve inches (12") in main line trenches and eight inches (8") in lateral line trenches of hand tamped soil is in place over the pipe and fittings, backfilling can be continued, using light machinery to place dirt in the trenches in six inch (6") layers and to compact the dirt to conform to adjacent soil. Extreme care should be taken to avoid damage to the pipe from machinery that is too heavy. All trenches shall then be water jetted to assure uniform settling and compaction. Backfilling operations will not be considered complete until the top surface has been graded to conform to the adjacent soil. All rocks uncovered and not used as backfill must be collected and removed from the site.
- D. All backfilling shall be done carefully and shall be properly tamped. All soil shall be tamped and puddled to eliminate any voids.
- E. Surplus earth remaining after backfilling shall be disposed of as directed by the Owner.
- F. PVC piping and fittings shall not be backfilled during periods of extreme heat or when a sudden lowering of temperature of the pipe may cause separation of joints or fittings.
- G. Contractor shall fill with properly amended topsoil any irrigation trench that subsides during the warranty period. Contractor shall assume all cost associated with the trench repair, including but not limited to plant replacement of a size of plant disturbed at the time of the repair.

3.4 BACKFLOW PREVENTION ASSEMBLY

- A. Check the existing backflow assembly for leaks or any improper condition. Notify the Owner as such if found.

3.5 CONTROL AND TRACER WIRE , AND COMMUNICATION

- A. Install control wires alongside of main line piping. Do not tape wires together when encased in sleeve or conduit. Minimum cover shall be 24 inches. Crimp wires together at valve manifold with Scotchlok connector. Conventional valve wire splices shall use a 3M DBY splice kit. Tag all control wire at splices with approved control wire markers.

- B. Wire size shall be determined by the number of valves operating on a given wire and the distance from the controller to the farthest valve, as specified by the charts furnished by the remote control valve manufacturer. Splices are only allowed when rerouting or repairing existing wire. All splice connections must be provided in a valve box.
- C. Communication/sensor cable shall be installed in electrical conduit with long radius sweeps at direction changes and at valve/splice/pull boxes. Maintain a minimum six inch clearance to adjacent pipe. Minimum cover shall be 24 inches.
- D. Install tracer wire along the top of pipe at the following locations:
 - 1. All pipe sleeves.
 - 2. Main line pipe without adjacent control wire.

3.6 VALVES

- A. The Contractor shall make all necessary connections for operation, and shall be connected and aligned to provide the most efficient flow of water to the irrigation heads. Where pressure regulating electric control valves are specified, the Contractor shall adjust the valve so a uniform distribution of water is applied by the heads, and that the most remote heads operate at the pressure recommended by the head manufacturer.
- B. Each valve is to be enclosed in a separate valve box. The valve box shall be secured on firm soil clear of valves and wiring connections. Valve boxes and lids shall be set to finished grade or as indicated on the Drawings. Use valve box extensions of the same material as the box to the proper depth below the pipeline. Valve boxes shall be supported by common bricks at each corner and at the long side of the box. Use a minimum of six bricks to support rectangular boxes and four bricks to support round boxes. Backfill carefully and properly compact in order to prevent settlement and subsequent damage.
- C. Install a concrete collar around valve boxes when located in asphaltic concrete pavement or in turfgrass areas.
- D. Remote control valve boxes within the field of play at sports venues shall be buried with a minimum of 8 inches of cover over the box lid in turfgrass, and a minimum 3 inches in skinned infield or warning track surfacing.
- E. When existing valve and/or splice boxes are within the area of work, replace in kind any damaged boxes and/or lids, unless noted otherwise. Adjust the elevation of all existing boxes within the area of work to final grade per the drawings.
- F. Locate valve boxes in ground cover/shrub planting areas instead of turfgrass areas whenever possible. Locate valve boxes 18" from and perpendicular to adjacent paving. When grouped together, provide equal spacing of at least 36" between boxes.
- G. Permanently attach the plastic valve identification tag to the remote control valve body and locate so it's clearly visible in an open valve box.

- H. Permanently secure the control valve identification label to the top of concrete valve box lids with non-corrosive connectors.

3.7 SPRINKLER HEAD INSTALLATION

- A. Head spacing on drawings is diagrammatic. Head spacing and patterns shall be adjusted to provide complete and adequate coverage with a minimum spray on non-planted areas. Flush all lines prior to installation of heads.
- B. Overhead distribution sprinkler heads shall be installed as detailed, set adjacent to the edge of hardscape elements (2 - 4 inches for spray heads, 6 - 8 inches for rotary heads) and perpendicular to the finish grade. Sprinkler spray heads directed toward a building shall be a minimum 7 feet from building walls, and a minimum 2 feet when directed away from the building. Sprinkler heads in turfgrass areas shall have a minimum 10 foot radius except for corners.
- C. The top of the nozzle in pop-up bodies shall be flush to the finish grade in areas to receive turfgrass seed/stolons, and in ballfield skinned infields. The top of the nozzle shall be one-half inch (1/2") above the finish subgrade in areas to receive standard cut turfgrass sod.
- D. High speed or other sprinkler heads in dust control zones at ballfield skinned infields shall be installed in turfgrass areas where directly adjacent to the skinned infield.
- E. Where individual shrub bubblers are installed, each plant shall have a bubbler within 10 - 14 inches of the shrub center.
- F. Upon completion of the installation, the Contractor shall adjust or change sprinkler head nozzles to uniformly distribute water without overspray and shall place entire irrigation system in first-class operating condition without any additional cost to the Owner.
- G. Sprinkler heads shall be adjusted in order by fully opening the sprinkler furthest from the control valve and working back toward the control valve. Adjust sprinkler heads which spray toward buildings or adjacent hardscape so that water spray does not contact the side of buildings or significantly over-spray onto hardscape.

3.8 DRIP IRRIGATION SYSTEM

- A. Install control valves, wye strainer, pressure regulator and rigid PVC lateral distribution lines or manifolds prior to planting soil conditioning operations.
- B. Install in-line emitter tubing as follows:
 - 1. After planting soil has been amended, tilled and rough graded, remove and stockpile the planting soil to the required depth of the in-line tubing, and install and stake drip tubing taking into account adjustments needed in the tubing location based on the planting layout. Stake in-line tubing at every-other emitter. Install flush and air relief valves, and operation indicator. Install the operation indicator on the supply manifold with a swing joint in a location easily visible by maintenance personnel.

2. After system flushing, verification of proper operation and inspection, reinstall the stockpiled planting soil and finish grade to final elevation.

- C. Operate the system to moisten the planting soils to a minimum 8 inch depth prior to planting operations.
- D. Program the controller to operate the drip system using the controller's "cycle and soak" feature in order to apply the required daily watering amount in three equal cycles with a one hour delay between cycles.

3.9 CONCRETE

- A. Concrete shall be installed in accordance with the relevant portions of the Site Concrete specification section.

3.10 COMPLETION AND MAINTENANCE

- A. After the system has been completed but prior to the start of maintenance, the Contractor shall operate the automated system with the Owner, shall instruct the Owner in the operations and maintenance of the system and controls, and shall program the controller for each station.
- B. If site satellite controller(s) for a central control system is installed, an authorized central control distributor/installer shall program the central base station to communicate with the site satellite controller(s), and shall verify that proper communication protocols are operational.
- C. The irrigation system shall be maintained and adjusted as required to provide proper coverage throughout the maintenance period or until Final Acceptance of the project, whichever is greater. Irrigation system maintenance shall commence upon an acceptable review following the completion of irrigation installation, planting operations and general clean-up.
- D. The maintenance period shall not terminate until the close-out documents and as-builts record drawings have been submitted and accepted.

3.11 REPAIR AND CLEAN-UP

- A. All areas shall be maintained in a neat and orderly condition at all times. All reasonable precautions shall be taken to avoid damage to new planting and improvements. Disturbed and/or damaged areas shall be restored to their original condition to the satisfaction of the Owner.
- B. Where trenching or other work disturbs existing and/or newly planted turfgrass and/or planting, the Contractor shall reinstall the existing sod if viable, or install a full width of new turfgrass sod or new planting to match the existing turfgrass/planting species, variety and size, after first conditioning the top 6 inches of soil per the Landscape Planting specification. Adjust finish grades to account for the new turfgrass sod's soil mat so that the new sod is flush to the adjacent turfgrass.

- C. After the irrigation operations are completed, the Contractor shall remove all trash, excess materials, empty containers or any other debris accumulated by the work from the site. All damage caused by the work shall be repaired or material replaced at the Contractor's expense. The site shall be left in a neat and orderly condition to the satisfaction of the Owner.

END OF SECTION 32 84 00

SECTION 32 90 00 – LANDSCAPE PLANTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall furnish all material, labor and equipment necessary to install all landscape work as indicated in the plans and specifications.
- B. The landscape work includes but is not necessarily limited to the following:
 - 1. Soil preparation including cross ripping of all planting soil.
 - 2. Weed control including an application of a pre-emergent herbicide.
 - 3. Providing import planting topsoil at raised grade planters and/or at planting areas needing fill.
 - 4. Fine grading, conditioning and amending planting topsoil.
 - 5. Planting new trees, plants and ground covers.
 - 6. Tree drainage sump boring and testing.
 - 7. Root Barriers.
 - 8. Installation of mulch.
 - 9. Sixty (60) Ninety
- C. Related Work Specified Elsewhere
 - 1. Contract Drawings, Addenda, general provisions of the Contract, including General and Supplemental Conditions, and Division 1 Sections apply to work of this section.
 - 2. Section 31 22 00 - Earthwork
 - 3. Section 32 01 90 – Existing Landscape Protection
 - 4. Section 32 84 00 - Irrigation System

1.2 DEFINITIONS

- A. Unless noted otherwise, the term "approved" shall mean by the Owner in writing.
- B. Agencies and Organizations:
 - 1. ASTM- American Society for Testing and Materials
 - 2. ANSI – American National Standards Institute
 - 3. ISA – International Society of Arborists
 - 4. SSPWC – Standard Specifications for Public Works Construction, by the American Public Works Assoc./Associated General Contractors of California.
 - 5. TPI – Turfgrass Producers International
- C. Owner: The Owner's authorized representative or authorized consultant.

1.3 QUALITY ASSURANCE

- A. The work of this Section shall be performed by a single firm experienced in landscape planting and holding a current California Contractor's A or C27 License.
- B. Tree and plant quality and sizes shall conform to the current edition of "American Standard for Nursery Stock" for Number One nursery stock as adopted by the American Nursery & Landscape Association (ANSI Z60.1). Plants shall be of uniform, standard size for their listed container size, neither overgrown and root bound or encircling, nor so recently transplanted that the root system is not thoroughly well established throughout the container. Roots should reach the sides of the container and maintain a firm root ball. Pruning shall not be done prior to delivery except by prior approval.
- C. Trees shall also comply with quality characteristics described in "Guideline Specifications for Nursery Tree Quality" current edition, published by the Urban Tree Foundation. Trees not in compliance with any of the following characteristics may be subject to removal and replacement, whether planted or still in their containers.
 - 1. Acceptable caliper and height ranges for the Type, Form and Size of tree.
 - 2. An intact central leader, or after heading of an old leader, the new leader diameter is greater than one-half the diameter of the old leader. Co-dominant leaders are not acceptable.
 - 3. Scaffold branch diameters are less than two-thirds the diameter of the trunk, and without included bark at the attachment.
 - 4. Scaffold branches shall be balanced, well spaced vertically, and with a radially blank section no greater than one-third of the canopy circumference.
 - 5. Temporary branches on the lower trunk shall be less than three-eighths inch diameter, and the clear trunk height shall be no more than forty (40) percent of the overall tree height.
 - 6. The root collar and rootball shall be free of defects, including circling, kinked and girdling roots. Roots at the edge and bottom of the container shall be less than one-quarter inch diameter, and uniformly distributed throughout the container.
 - 7. The tree canopy width shall be a minimum of twenty-five percent of the standard form tree height, except for naturally columnar forms.
- D. Botanical names shall take precedence over common names. Provide plants that are true to name. Tag one representative plant of each species and size with the botanical name and size.
- E. Inspection:
 - 1. All landscape work and materials shall comply with applicable Federal, State, County and City regulations.
 - 2. All plant material shall be reviewed onsite by the Owner's Representative and/or Landscape Architect prior to positioning and planting. Review shall not limit the right of rejection during any stage of the work until Final Acceptance for any reason including condition of the foliage or root ball, size, variety, form, appearance, latent defects or injuries. Rejected plants shall be removed from the site and replaced immediately by the Contractor at no additional cost to the Owner.

- F. Qualifications of Workers
 - 1. Employ skilled workers who are thoroughly trained experienced in landscape planting and who are completely familiar with specified requirements and methods needed for proper performance of the work in this section.
 - 2. Provide adequate supervision by a qualified foreman fluent in English that will be continuously onsite during the performance of this work.
 - 3. Weed control pesticides shall only be applied by an individual holding a valid Qualified Applicator Certificate (Category A) issued by the Department of Pesticides Regulation. Submit a copy of the Certificate.

- G. Any pruning of existing trees specified as part of this Work shall be performed under the direct supervision of an ISA Certified Arborist and in compliance with ANSI A300-Part 1 Standard Practices (Pruning).

1.4 SUBMITTALS

- A. In accordance with the Submittal section, submit:
 - 1. A complete materials list of all items proposed to be furnished including estimated quantities.
 - 2. Laboratory analyses of soil conditioning materials shall have been performed within one year of the submittal date.
 - 3. Quality Certificates and/or Certificates of Inspection required by government agencies (providing duplicate copies for the Owner's Representative).
 - 4. Qualified Applicator Certificate, and DPR Registration Certificates and Material Safety Data Sheets for all pesticides/herbicides proposed for use.
 - 5. Submit photos with a scale marker of all boxed trees proposed for use from the nursery source. Photos shall clearly show the individual tree form without background greenery.

- B. Soil amendments: Submit one (1) pint sample and an analysis of organic compost and mulch.

- C. Other Samples: When requested by the Landscape Architect and/or Owner's Representative.

- D. Soil Fertility Analysis and Recommendations:
 - 1. The Contractor shall provide and pay for a fertility analysis of the existing topsoil and any proposed import planting topsoil. After mass grading operations are completed, native soil samples shall be collected for the fertility analysis by collecting a minimum of 5 representative samples of the soil per acre throughout the area of work. Separate samples shall be produced for cut and fill areas, and for any other area composed of soils not similar to the existing soils. Each sample shall be a minimum of one pint each, and shall be thoroughly mixed together to prepare a homogenous sample. A one quart representative sample for cut, fill and any other special conditions shall be submitted to the soil testing laboratory as a representative sample for fertility analysis. The fertility analysis shall at a minimum provide the following data:
 - a. soil texture class and percent sands, silts and clays per ASTM D422
 - b. estimated soil infiltration and percolation rates
 - c. pH

- d. organic matter (%)
 - e. total soluble salts (ECe)
 - f. Cation Exchange Capacity (CEC) and Percent Cation Saturation for K, Mg, Ca and Na
 - g. major and minor nutrients (ppm).
2. Recommendations for improvement of the soil conditions for optimum plant growth shall be made by the testing laboratory, and at a minimum shall include the following:
 - a. A fertilizer and amendment application program (including macro and micro nutrients) for both pre-planting and maintenance fertility applications for broad area tillage and for planting pit backfill (pre-plant only).
 - b. Treatments to neutralize soil pH and to correct any adverse conditions as warranted.
 - c. Recommendations shall address soil conditioning for both planting area tillage and tree/plant planting pit backfill.
 3. The soil analysis and recommendations shall be performed by one of the following laboratories capable of providing the above analyses by a licensed soil scientist:
 - a. D&D Agricultural Laboratory. Contact Darrin Peters at 559-348-1818.
 - b. Wilber-Ellis Company. Contact Michael Cline at 209-442-1220.
 4. The Contractor shall submit the results of the soil testing investigations and shall receive written direction from the Landscape Architect before proceeding with any soil conditioning activities such as fertilizing and/or adding amendments.
- E. Within seven days from the start of the maintenance period, submit a calendar of maintenance activities, including scheduled dates for mowing, fertilizing, weed control and all other activities. Provide the quantities of maintenance fertilizer and any other materials scheduled to be used in each application during the maintenance period.
- F. Submit invoices and/or delivery tags from material suppliers for all amendments, fertilizer, seed, plants, mulch and any other materials provided for the landscape planting installation and applied during the maintenance period. Submit tags from seed packaging indicating seed varieties, percent purity and percent germination minimums. The invoices and/or delivery tags shall be provided directly to the Owner's Representative/Inspector of Record within 24 hours of delivery to the site, as well as to the normal submittal recipients per the Contract Documents.
- G. Close Out Documents: Submit prior to the start of the maintenance period, two bound copies of the following:
1. Cover sheet stating Contractor's address and telephone number, duration of guarantee period, and a list of plant nurseries, materials and equipment vendors with names and addresses of the vendor/manufacture representatives and warranty periods.
 2. A "CERTIFICATE OF CONSTRUCTION COMPLIANCE" which indicates that all work done, materials and equipment used and installed are in compliance with the approved plans, specifications and all authorized revisions.
 3. Maintenance Manuals and Instructions: Submit a monthly schedule of procedures to be established by Owner for maintenance of landscapes (trees, mixed planting and turfgrass) for one full year and shall include recommendations for fertilizing, pest and disease control, mowing, aeration and top dressing.

4. Soil Amendment and Seed/Stolon Confirmation Form noting the installed quantities of materials and the person who confirmed the delivery and installation of the materials.
5. Operations and Maintenance Manuals and Warranty certificates for any maintenance equipment turned over to the Owner.
6. As-built Record Drawings with all modifications to the Drawings noted in red ink, and the Landscape Planting Observation Log completed.

1.5 AVAILABILITY

- A. The Contractor shall confirm availability of plants, supplies, and materials prior to submitting his landscape bid. Plant variety substitutions are not desired.
- B. If a plant is found not to be suitable or available, the Contractor is to notify Landscape Architect before bidding. The Landscape Architect is then required to select a reasonable alternate and to inform all those bidding of the availability of the original plant. If a substitute is selected it must be of the same size, value and quality as the original plant. Failure to inform the Landscape Architect of unavailable plants prior to bidding will require that all plants specified shall be provided by the Contractor at time of installation.
- C. Plant container size listed on construction documents are minimum acceptable size. If plant material specified is not substituted prior to award of the contract the minimum container size specified shall be provided by the Contractor. If the Contractor can not provide the minimum specified size plant material at the time of installation, the Contractor shall be required to install a larger size container of the plant specified at no additional cost to the Owner.

1.6 EXISTING CONDITIONS

- A. The Contractor is to visit the job site to verify existing conditions including soils, vegetative growth, subsurface conditions, existing grade and drainage, irrigation system etc. making allowances in his bid for any required work to provide the landscape installation as specified in the construction documents.
- B. The Contractor shall notify the Owner to locate underground lines prior to hole boring or trenching. Do not permit heavy equipment such as trucks, rollers, or tractors to damage utilities. Hand excavate as required to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned. Prevent damage to temporary risers of underground irrigation system and similar obstructing work located in the landscape areas.
- C. If there is a conflict with existing utilities, improvements and/or planting and the proposed planting, Contractor shall promptly notify the Owner's Representative for instructions as to further action. Failure to do so will make Contractor liable for any and all damage or corrective actions arising from his operations.
- D. Prior to the start of this work, the Contractor and the Owner's Representative shall verify the operational condition of that portion of the existing irrigation system pertaining to the

proposed planting area. The Contractor shall notify the Owner's Representative of any repairs and/or corrections necessary for proper functioning and coverage. The repairs and/or corrections shall be completed before any plant material is planted. Failure to perform system verification and provide notification prior to the start of this work will make the Contractor liable for any and all repairs and/or corrections necessary for proper functioning and coverage, as well as any required plant replacement, without any additional cost to the Owner.

- E. No plants shall be planted in situations that show poor drainage infiltration or low areas that result in standing water. Such situations shall be corrected by the Contractor as directed by the Landscape Architect or Civil Engineer. Failure by the Contractor to notify the Owner of poor drainage conditions prior to proceeding with the conditioning or planting operations shall place the responsibility for any plant removals, additional soil conditioning and replanting on the Contractor without any additional cost to the Owner. Any corrections of finish grading not in compliance with the Contract Documents including plant removal, soil conditioning and replanting shall be performed by the Contractor at no additional cost to the Owner.

1.7 PROTECTION

- A. The Contractor shall guarantee repair of damage to any part of the premises resulting from but not limited to leaks, defects in materials or workmanship, operation of equipment, storage of materials and/or equipment, installation of underground or overhead utilities. The Contractor shall be liable for any and all accidents resulting from his work, including open holes and trenches during construction.
- B. Protect new and existing landscape areas in the area of work from theft, loss, damage and deterioration during storage, installation and maintenance. Protect from unauthorized persons (trespassers) as well as from operations by other contractors and tradesmen, and landscape operations. Protect all planted turf and shrub areas from persons as well as operations of other contractors and the Owner. Cost of protection shall be born by the Contractor with means of protection such as temporary fencing as approved by Owner. Cost for protection shall be included in the Contractor's bid for the work.
- C. Contractor shall repair or replace damaged work and/or damage to existing improvements/landscape as identified by the Owner's Representative to a condition acceptable to the Owner's Representative. No additional payment will be made to the Contractor for repair or replacement of damaged work and/or damage to existing improvements/landscape.

1.8 OBSERVATIONS

- A. General:
 - 1. Installation and operations must be approved by the Owner.
 - 2. In no event shall the Contractor cover up or otherwise remove from view any work under this contract without prior approval of the Owner. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.
 - 3. In all cases, where inspection of the landscape planting work is required and/or where portions of the work are specified to be performed under the direction and/or inspection

of the Owner's Representative, the Contractor shall notify the Owner's Representative at least 48 hours in advance of the time when such inspection and/or direction is required. Any necessary re-excavation or alterations to the planting needed because of failure of the Contractor to have the required inspection, shall be performed at the Contractor's own expense.

- B. The Owner's Representative, Project Inspector or Landscape Architect shall perform periodic observations and shall record the observation on the Landscape Planting Observation Log form on the As Built Record Drawings. Such observations shall include but are not necessarily be limited to:
 - 1. Weed control operations prior to other portions of work.
 - 2. Ripping and soil conditioning of the planting area.
 - 3. Layout of the plant material and trees at the site prior to planting in order to avoid conflicts and to meet the design intent.
 - 4. Condition and quality of plant material prior to planting.
 - 5. Auguring, digging and preparation of plant pits and drainage sumps for trees and shrubs.
 - 6. Planting and staking of trees.
 - 7. Planting of shrubs, ground cover and turfgrass.
- C. Any corrective action called for shall be immediately performed by the Contractor.
- D. Failure by the Contractor to obtain the above observations shall place the responsibility on the Contractor for any relocation and/or replacement of planted trees or shrubs.

1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Plant label shall identify each species and variety. A label shall be attached to each individual plant or block of identical plants grouped together.
- B. Adequately protect plants from sun and wind prior to planting. Do not allow stored plant material to dry out at any time.
- C. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site. Store materials and equipment in a location as directed by the Owner's Representative.

1.10 PESTICIDE NOTIFICATION

- A. A written notification of any and all pesticide/herbicide products scheduled for use by the Contractor or their representative on the Owner's property must be submitted to the Owner's Representative at least seven days prior to the scheduled application. Notification shall include the product name, manufacturer's name, the pesticide active ingredient, the U.S. EPA and CalDPR registration numbers, the scheduled date and application areas, and the reason (target species) for the application.

1.11 REPAIR OF DAMAGED EXISTING PLANTING AREAS

- A. The Contractor shall be responsible to repair all damage and/or distress to existing planting areas including turfgrass, shrubs, ground covers, perennials, etc., whether specifically shown on the Contract Documents or not, as a result of construction operations, material and/or equipment storage, site access, site offices, utility and/or irrigation line installations or other actions.
- B. Replacement shrubs shall be 15 gallon size, replacement ground cover and perennial plants shall be 5 gallon size, and turfgrass shall be full width sod. Damaged areas shall be amended and finish graded per the Contract Documents prior to planting. Non-turfgrass planting areas shall also receive wood mulch as specified herein. The limits of repair shall be determined by the Owner.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil used in planting areas shall be a clean, friable soil with no noxious weeds, clods or stones larger than 0.5 inch in diameter, subsoil, hardpan, wood, debris, fine organic material greater than 5%, undesirable insects, plant disease or any other natural or extraneous objects detrimental to normal plant growth to a minimum depth of 18 inches from finish grade.
- B. The Contractor shall provide a particle size analysis, fertility testing and amendment recommendations of proposed native and/or import topsoil, and the Landscape Architect reserves the right to reject topsoil not conforming to the minimum specifications. Stockpiled onsite topsoil may be used if analysis and testing determines compliance with these requirements prior to placement. Failure to meet minimum specifications shall result in the removal of any unauthorized placed topsoil at the Contractors expense.
- C. Particle size distribution for topsoil shall meet the following per ASTM D422:
 - 1. 100% passing a 12.2 mm (1/2") screen.
 - 2. Minimum 95% passing a 9.5 mm (3/8") screen.
 - 3. Minimum 75% passing a 2.36 mm (No. 8) screen.
 - 4. Maximum 45% passing a No. 200 screen.
 - 5. Silt content shall be a maximum 35%.
 - 6. Clay content shall be a maximum 25%.
 - 7. Silt to Clay ratio shall be less than 2 and greater than 0.5.
- D. Other characteristics shall conform to the following:
 - 1. Permeability rate shall be not less than one (1.0) inch per hour or not more than 20 inches per hour.
 - 2. The sodium absorption ratio (SAR) shall not exceed 3.0 and the electrical conductivity (ECe) shall not exceed 2.5 milliohms per centimeter at 25 degrees centigrade.
 - 3. Soluble boron shall be no greater than 1.0 part per million (mg/l).
 - 4. Soil pH range shall be 6.5 – 7.9.

5. Maximum concentration of soluble chloride shall be 150 parts per million.
6. Maximum concentration of heavy metals shall not exceed the following when the pH is between 6 and 7:
 - a. Arsenic: 0.5 ppm
 - b. Cadmium: 0.5 ppm L
 - c. Chromium: 5 ppm
 - d. Cobalt: 1 ppm
 - e. Lead: 15 ppm
 - f. Mercury: 0.5 ppm
 - g. Nickel: 2.5 ppm
 - h. Selenium: 1.5 ppm
 - i. Silver: 0.25 ppm
 - j. Vanadium: 1.5 ppm
7. Petroleum hydrocarbons shall not exceed 100 mg/kg dry soil.
8. Aromatic volatile organic hydrocarbons shall not exceed 2 mg/kg dry soil.

2.2 SOIL AMENDMENTS

- A. Organic Compost: "Harvest Premium" as supplied by Harvest Power (559) 435-1114; "WonderGrow Compost" by Grover, Inc. (866) 764-5765, or "Allgro Compost" by Synagro (559) 341-5158, and conforming to the following minimums:
 1. Certified as "Mature" or better per the California Compost Quality Council Maturity Index.
 2. Pass EPA Class A standards for pathogens and heavy metals.
 3. Particle size: 1/8" maximum.
 4. pH: 6.5-8.5.
 5. Macro-nutrients: Minimum of 1.0% Nitrogen, 0.5% Phosphorus, 0.5% Potassium.
 6. AgIndex ratio greater than 2.
 7. Organic matter content greater than 25% dry weight.
 8. Carbon/Nitrogen ratio: less than or equal to 25.
 9. Salinity (ECe): less than 5.0 dS/m.
 10. Odor shall be soil-like (musty or moldy) without any sour, ammonia-like or putrid smell.
- B. Gypsum shall be mined agricultural grade gypsum composed of no less than 100% CaSO₄-2H₂O hydrated calcium sulfate in a pelletized form. Elemental Sulfur shall be a minimum 95% pure agricultural grade.
- C. Dry Humate organic soil conditioner comprised of 70% humic acid from Leonardite.
- D. Endo 120 Mycorrhizae containing a minimum 60,000 living propagules per pound.
- E. Amendment material types and application rates may be subject to change based on the findings and recommendations of the horticultural soil testing lab, and as such may result in an increase or decrease in the Contract Amount.

2.3 FERTILIZER

- A. Trees and Shrubs: Fertilizer for all trees and shrubs to be BEST PAKS (20 10 5) controlled release fertilizer in a biodegradable 10 gram packet. The BEST PAKS shall be applied at the following rates:
 - 1. 1 Gallon Can: 1 Best-Pak
 - 2. 2 Gallon Can: 2 Best-Paks
 - 3. 5 Gallon Can: 5 Best-Paks
 - 4. 15 Gallon Can: 10 Best-Paks
 - 5. 24" Box: 16 Best-Paks
 - 6. 36" Box: 24 Best-Paks
- B. The pre-plant fertilizer shall be a commercial homogeneous, granular pellet:
 - 1. Pre-plant fertilizer for turfgrass shall be:
 - a. BEST 6-24-24-5S XB+ with Avail
 - 2. Pre-plant fertilizer for mixed plantings shall be:
 - a. BEST Landscape Color 14-14-14 (14-6-11.6-3S and micronutrients) with 9.9% slow release N, or equal.
- C. The maintenance fertilizer shall be a commercial homogeneous, granular pellet:
 - 1. Maintenance fertilizer for mixed plantings shall be the pre-planting fertilizer.
- D. Fertilizer material types and analysis may be subject to change based on the findings and recommendations from the horticultural soil testing lab, and as such may result in an increase or decrease in the Contract Amount.

2.4 MULCH

- A. Mulch for on-grade or raised native soil planters shall be a walk-on type of chipped and aged greenwaste woody material without leaves, green wood, sticks, dirt, stones, dust and other non-organic debris as accepted by the Landscape Architect. Particle size 1/2" to 3" in general size.

2.5 STAKING & GUYING MATERIALS

- A. Stakes: 2" Diameter lodgepole pine, pressure treated and pointed one end.
- B. Ties: V.I.T. Cinch Tie, 32 inches long, V.I.T. Products, Inc. (619) 673-1760, or equivalent.

2.6 PLANTS

- A. Plants shall be typical of their species and variety, shall have normal growth habits, well developed branches and be densely foliated, and shall have fibrous root systems. No substitutions will be allowed unless approved in writing by the Landscape Architect.

- B. Plants shall be free from defects and injuries including disease, insects, insect eggs and larvae and girdled or matted roots.
- C. Quality and size of plants shall be in accordance with ANSI Z60.1-2004, "American Standard for Nursery Stock", and as described in Quality Assurance.
- D. Plants shall not be pruned before planting.
- E. Plant material must be selected from nurseries that have been inspected by State or Federal Agencies.
- F. Plants shall be nursery grown and shall have been transplanted or root pruned at least once in the past three (3) years. Plants shall have been grown under climatic conditions similar to those in the locality of the project.
- G. Each bundle of plants shall be properly identified by weatherproof labels securely attached thereto before delivery to the project site. Label shall identify plant by name.
- H. Nomenclature shall be in accordance with Sunset Western Garden Book, current edition.
- I. No plants shall be removed from their container until a review has been made in the field or at the nursery, or except when specifically authorized in writing by the Owner.
- J. Collected plant material may be used only when approved. Approval shall not limit the right of rejection during work progress for conditions of the root ball, latent defects or injuries.
- K. Where shown a "MULTI" provide trees with a minimum of three trunks.
- L. Plant sizes listed on the planting plan are minimum acceptable sizes. The quantities listed are the Landscape Architect's estimate only. The Contractor is responsible for the quantities of plant symbols shown on the plan, and/or the quantities in hatched planting areas at the specified triangular spacing.

2.7 ROOT BARRIER

- A. A ribbed polyethylene panel of minimum 0.080" thickness equal to Deep Root Partners #UB 24-2 PANEL, (800) 458-7668.

2.8 TREE TRUNK PROTECTOR

- A. ArborGard+ polyethylene tree guard by Dimex (800) 334-3776, or equal.

2.9 HERBICIDES

- A. Herbicide products for removal of unwanted grass and broad-leafed weeds shall be registered and approved for use by the U.S. EPA and CalDPR, and shall comply with the Owner's Standards

and with the "Healthy Schools Act" with current amendments, and with the current list of prohibited herbicides at Schools and Child Care facilities per California Assembly Bill 405.

- B. Provide pre-emergent and post-emergent, selective herbicide formulations for use on turfgrass areas and/or ornamental shrub/ground cover areas that are not injurious to the proposed plantings and turfgrasses.
- C. Provide a non-selective contact herbicide formulation only for use to remove existing established weeds prior to new plantings. The herbicide shall be certified for organic use, broad-spectrum with systemic function, 'Weed Slayer' by Agro Research International, or equal.

2.10 OTHER MATERIALS

- A. Materials not specifically indicated, but necessary for proper execution of the work, shall be of first quality as selected by the Contractor subject to approval of the Landscape Architect.

PART 3 - EXECUTION

3.1 EXAMINATION & PREPARATION

- A. General: Verify that existing site conditions are as specified and indicated before beginning this work.
- B. Damaged Earth: Verify that earth rendered unfit to receive planting due to concrete water, mortar, limewater, hydrocarbons or any other contaminant dumped on it has been removed and replaced with clean earth from a source approved by the Owner's Representative.
- C. Examine the area and conditions under which the work in this section is to be performed. Verify that any existing irrigation system within the limit of work is in proper working order with full coverage. Correct conditions detrimental to the timely and proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected. Commencement of the work signifies acceptance of the existing conditions.
- D. Protection:
 - 1. Locate sewer, water, irrigation, gas, electric, phone and other pipelines or conduits and equipment within the area of work prior to commencing work.
 - 2. Mark existing irrigation heads, valves, valve boxes and other below grade equipment or components that are scheduled to remain. Protect in place.
- E. Runoff and Erosion Control: Furnish equipment, materials and labor necessary to control the flow, drainage, and accumulation of excess water running off the work area and prevent soil erosion, blowing soil and accumulation of wind deposited material on the site per the approved SWPPP.

3.2 ROUGH GRADING, SOIL PREPARATION, PLANTER BACKFILL

- A. Rough grading shall be performed by other subcontractors to the extent of establishing rough pads, slopes and drainage patterns. The Contractor is responsible for placement of topsoil and grading required to ensure positive drainage in all turfgrass and planting areas. All planting areas shall have a minimum topsoil depth of 18 inches from on-site native and/or approved import sources. Rough grading shall be completed prior to weed control, cross ripping or rock removal operations.
- B. After the completion and acceptance of the weed control operations outlined below, and unless directed otherwise by the Landscape Architect or noted on the Drawings, and except for the area under the canopy of existing trees, the Contractor shall cross rip and till (break up large clumps and clods in excess of 2 inch diameter) the existing soil within all planting areas outside the canopy drip line of existing trees until the soil is loose and friable. Ripping shall be to a minimum depth of twelve inches (12") in turfgrass areas and eighteen inches (18") in shrub/ground cover areas, with ripping tines a maximum 18" apart performed in a minimum of four passes total in different directions (perpendicular and diagonal). The Contractor shall review the completed ripping operation with the Owner's Representative and Landscape Architect to determine compliance. The first 6 inches of any new topsoil fill shall be tilled into the existing soil to a minimum depth of 6 inches prior to placing any further topsoil fill. The Contractor shall provide any additional work as directed by the Owner's Representative after the review to obtain compliance. Do not proceed with the addition of topsoil and/or amendments, or commence rock picking or fine grading until the completed ripping operation is accepted in writing by the Owner's Representative.
- C. Planting area soil under the canopy drip line of existing trees, or in planting beds not accessible by motorized equipment, shall be ripped to a minimum depth of 12 inches using manual spading shovels, forks and/or broadforks and working around major tree roots and/or utilities. In areas receiving new mulch, rip to a minimum depth of 4 inches while protecting any existing plants and their root system. Break up and/or remove rocks and clods as indicated below.
- D. Do not work soil when moisture content is so great that excessive compaction will occur, or when it is so dry that dust will form in air or clods will not break up readily, or when a full ripping depth cannot be achieved. Apply water, if necessary, to bring soil to an optimum moisture content for tilling and dust control. Maintain within 2 percent above or below optimum moisture content for the existing soil type at all times during the work.
- E. After soil ripping and preliminary finish grading is completed, the topsoil shall be cleared of all concrete, wire, sticks, roots, debris and foreign materials. Remove native stones and clods as follows:
 - 1. In shrub/ground cover areas, remove stones and clods greater than one (1.0) inches in diameter from the top 3 inches of finish grade.
 - 2. In general, non-traffic turfgrass areas, remove stones and clods greater than three-quarter (0.75) inch in diameter from the top 3 inches of finish grade.
 - 3. In designated play or sports field turfgrass areas, remove stones and clods greater than one-half (0.50) inch in diameter from the top 4 inches of finish grade using a mobile

tractor pulled, PTO powered, hydraulic controlled rock picker, Cherrington Model 4500 or similar.

- F. Add clean planting topsoil where needed to bring grade to elevation to promote positive drainage. Spread approved planting topsoil over ripped subgrade prior to incorporating amendments.
- G. Backfill all raised grade planters with a minimum depth of 18 inches of imported clean sandy loam planting topsoil conforming to Subsection 2.02 and approved prior to import and/or placement. Failure to obtain import approval prior to backfilling raised grade planters shall result in the removal of any planting and non-approved backfill, and the reinstallation of the work with approved materials.

3.3 WEED CONTROL

- A. Weed control pesticides shall only be applied by an individual holding a valid Qualified Applicator Certificate (Category A) issued by the Department of Pesticides Regulation.
- B. The Contractor shall treat any weeds in proposed new turfgrass and planting areas with a post-emergent contact weed killer at manufacturer's approved rates prior to any commencement of work at the site including any irrigation work, ripping of soils or fine grading. Areas planned for turfgrass seed/stolon planting shall in addition receive "grow and kill" weed removal as outlined below.
- C. Weed eradication shall be ongoing throughout the course of the landscape installation. The Contractor shall apply a pre-emergent herbicide after shrub/ground cover planting and prior to mulch installation. Manually remove weed seed heads. At no time will weeds be allowed to become established. Contractor shall provide all weed control operations as directed by the Owner's Representative.
- D. All weed control operations using pesticides/herbicides shall comply with the CalDPR and Owner Standards as well as AB2260 "Healthy Schools Act". The Contractor shall comply with the notification and posting requirements of the "Healthy Schools Act".
 - 1. The Contractor shall notify the Owner per Subsection 1.11, A.
 - 2. The Contractor shall post highly visible signs around the treatment area in conformance with the "Healthy Schools Act" warning of a scheduled pesticide/herbicide application a minimum of 24 hours before to 72 hours after a pesticide application.
- E. A non-selective contact herbicide for grassy weeds, '20% Vinegar Weed Slayer' by Good Natured, CA DPR Reg# 85208-1-AA-42177, shall be applied directly to the weed foliage. Only apply to dry surfaces, and a minimum of 8 hours before a rain event. Allow a minimum of 14 days from herbicide application to commence any planting.
- F. Perform pre-plant clearing and weed control for native open ground areas planned to receive turfgrass as follows:
 - 1. Apply irrigation to encourage weed growth prior to ripping, and to maintain moisture in the soil.

2. Apply a contact herbicide to weed foliage. Remove weeds and expose bare soil.
 3. Lightly disk/till to a depth of three-inches, followed by a light roller.
 4. Perform a "grow and kill" operation after the first disking/tillage:
 - a. Water and lightly fertilize to encourage weed germination.
 - b. Follow with a second application of a contact herbicide.
 - c. Remove weeds and perform a light harrowing or disking.
 5. Apply irrigation to encourage weed growth. If additional weeds germinate, perform a second "grow and kill" operation.
 6. Once existing weeds are completely removed, obtain authorization from the Owner's Representative to proceed with deep ripping, rock removal, soil conditioning and finish grading operations.
- G. After the shrub/ground cover planting is complete and prior to mulch installation, apply an approved per-emergent herbicide per the manufacturer's recommended rates.

3.4 SOIL CONDITIONING

- A. Before commencement of any soil conditioning, weed and rock removal shall be completed as outlined above.
- B. Uniformly amend the entire area of topsoil in turfgrass and mixed planting areas per the following bid rates and per the approved modifications as a result of the soils analysis recommendations:
 1. Turf and Non-Sloped (less than 4h:1v) Planting Area Soil Conditioning (per 1,000 square feet).
 - a. Compost at a rate of six (6.0) cubic yards (a 2.0 inch thick layer).
 - b. Gypsum at a rate of 100 pounds, or Sulfur at 19 pounds, or an equivalent combination.
 - c. Humate soil conditioner at a rate of thirty (30) pounds.
 - d. A pre-planting fertilizer to turfgrass areas at a rate of 1.25 pounds of actual P and K.
 - e. A pre-planting fertilizer to mixed planting areas at a rate of 1 pound of actual N.
 - f. Mycorrhizae per Subsection 3.06, Mycorrhizae Application
- C. Till soil amendments into the entire planting area soil to a minimum depth of six (6) inches. Perform the cultivation in at least two passes, one in each perpendicular directions to the first, so that the amendments are homogeneously incorporated into the topsoil. All cultivation inside the dripline of existing trees shall be performed manually with minimal disturbance to the root system.
- D. Planting backfill for trees and shrubs shall be a mix of four-fifths native soil and one-fifth Compost by volume. Add Humate at 2.0 pounds Mycorrhizae at 0.5 pounds per cubic yard of backfill.

- E. Amendment material types and application rates may be subject to change based on the findings and recommendations of the horticultural soil testing lab, and as such may result in an increase or decrease in the Contract Amount.

3.5 FINE GRADING

- A. Upon completion of soil preparation, fine grade all planting and turfgrass areas to a smooth and even slope conforming to and establishing drainage patterns per the approved Grading Plan. Grading shall eliminate all humps and hollows and promote positive drainage in all planting and turfgrass areas.
- B. Where hardscape is installed in existing planting areas, a minimum transition grade width of 2 feet adjacent to the edge of hardscape shall be constructed unless noted otherwise. The maximum slope of any transition grade shall be 20 percent. The area of transition grading shall be planted or repaired as specified herein.
- C. Tolerance of grade differential for planting and general turfgrass areas shall be plus or minus 0.04 foot. If requested, the Contractor shall water test all turf and planting areas after the grading operations are completed in the presence of the Owner's Representative and Landscape Architect. The water test shall consist of applying water to the turf and planting areas to the point where water begins to run over the soil to show the drainage pattern. Make all corrections to the finish grading as required by the Owner's Representative to re-established positive drainage patterns. Acceptance of the finish grading shall be obtained in writing from the Owner's Representative and Landscape Architect prior to proceeding with soil conditioning and planting operations.
- D. After the finish grading process, relative compaction of the soil in turf and planting areas shall range between 82% and 85% relative density. Compaction/moisture levels are generally acceptable if an Oakfield probe is able to penetrate a minimum of six inches into the cultivated planting topsoil with moderate pressure. The Owner reserves the right to require the Contractor to test for over compaction. If the compaction is within the acceptable range, the test will be paid for by the Owner. All testing due to non-compliance will be paid for by the Contractor.
- E. Remove all rocks produced as a result of the soil conditioning and finish grading operations per the requirements of Subsection 3.02.
- F. Finish grades shall be one-half inch (1/2") to three-quarter inch (3/4") for turfgrass sod areas, flush (0.0") for turfgrass seed/stolon areas and two inches (2") for shrub/ground cover planting areas below the finish surface of all adjacent walks, curbs, mowstrips and utility/valve boxes or collars. Transition any grade modification in existing planted areas at a maximum 12h:1v slope to existing grade, unless shown otherwise on the grading plan.

3.6 MYCORRHIZAE APPLICATION

- A. In shrub and/or ground cover planting areas, the Mycorrhizae inoculant shall be incorporated into the soil with the other soil amendments at three (3.0) pounds per 1,000 square feet (130 lbs).

per acre) per Subsection 3.04, Soil Conditioning. Inoculant shall also be incorporated into the planting backfill per Subsection 3.04, E.

3.7 PLANTING

A. General Requirements

1. Obtain written approval from the Landscape Architect or Owner's Representative to begin planting operations. The irrigation system shall be fully automated and operational, all weeding, soil conditioning and finish grading completed, and the tree and plant layout approved.
2. Planting shall be performed by workmen familiar with planting procedures and under the supervision of a qualified foreman. The planting foreman shall be on the job site at all times when planting is in progress.
3. Planting operations shall not occur under unfavorable weather conditions.
4. Boxed trees shall be planted first. Shrub planting shall be completed before groundcover is planted.
5. Proceed and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations for each kind of planting required.
6. Cooperate with other contractors and trades working in and adjacent to the planting work areas. Examine drawings which show the development of the entire site and become familiar with the scope of other work required.

B. Planting Preparation and Operations

1. Planting material shall be provided with adequate protection of root system and balls from drying winds and sun. Do not bend or bind trees or shrubs in such a manner as to damage bark, break or destroy natural shape. Provide protective covering during delivery.
2. Deliver trees and shrubs after preparations for planting have been completed, and plant immediately. If planting is delayed more than six (6) hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage and keep roots moist. Do not remove container grown stock from containers until planting time.
3. All planting areas shall be smooth and even. Finish grades shall be done prior to any placement of plants.
4. Place all trees and shrubs in locations shown on the planting plan and obtain written field approval of the Landscape Architect before planting or digging planting pits. Inform the Landscape Architect seven (7) days prior to placing the plants. Maintain a minimum 15 foot clearance from trees to any light pole, unless specifically noted otherwise.
5. Carefully remove all canned stock from containers with tin snips or approved cutter. Cut away and remove any girdled or matted roots.
6. Excavate holes of circular outline with vertical sides for all plants 15 gallon or less. Boxed trees shall have square planting holes. The vertical sides and bottom of the holes shall be thoroughly scarified to promote union of backfill with existing soils. All trees shall have two drainage sump holes drilled with a twelve inch (12") diameter auger penetrating hardpan layers to a minimum one (1) foot into a sand/gravel layer or to a minimum depth of ten (10) feet below the planting pit bottom. Precautions shall be exercised to avoid

smooth sides on the holes. Offset augured holes a minimum of eighteen inches (18") from planned tree location to avoid settling of tree after planting.

7. After cleaning out the sump holes, the Contractor shall test the sumps for drainage by flooding with water. If the water does not drain out within twenty-four (24) hours, auger down as required to achieve such drainage by breaking through the hardpan layer, or by extending the drainage sumps to a minimum depth of 15 feet below the bottom of the planting pit. After obtaining approval of the sump holes, fill the augured drainage sump holes with coarse concrete sand.
 8. Tree and shrub planting pits shall be at least two and one half (2.5) times the width of the plant container, but a minimum of 36" wide for trees and 18" wide for container shrubs. Planting pits shall be as deep as the soil depth in the container or box, less the additional height of the crown above the finish grade.
 9. Set each plant in the center of the pit, plumb and straight. Set the crown of the plant at one inch (1") for shrubs, two inches (2") for trees above finish grade. When 1/2 of the backfill mix has been placed, tamp-in, insert fertilizer (BEST PAKS as per Section 2.1B1) and allow no air pockets as remainder of backfill is added.
 10. Compact soil around the rootball of all plants and thoroughly water in the entire backfill depth.
 11. Excess soil from plant holes shall be cultivated and raked to a smooth outline.
 12. Shrubs and groundcovers shall be installed in relation to walks and paving to allow for future growth without obstructing traffic with clearance as shown on the drawings.
 13. All plants shall be set in watering basin which shall be as wide as the planting pit, but at least four feet (4') in diameter and four inches (4") deep for trees and two feet (2') in diameter and three inches (3") deep for shrubs and vines.
 14. Ground cover plants shall be planted at the spacing noted on the drawings. Not more than fifteen minutes shall elapse from the time any groundcover plant is planted until it is watered.
- C. Pruning: Prune plants in accordance with established horticultural practice. Shearing of any plants will not be acceptable. Tree pruning shall only be performed with the written approval of the Landscape Architect and under the direction of a certified arborist, and shall comply with ISA Pruning Standards (ANSI 300).

3.8 MULCH

- A. Prior to any mulch application, perform weed control operations as specified herein.
- B. Where mulch is to be installed in an existing planting area, breakup/till the existing soil in open areas around existing plantings to a minimum 4" depth per section 3.02, and adjust finish grade adjacent to hardscape elements per section 3.05 where not prohibited by existing plantings.
- C. Install a minimum 3" layer of mulch in all non-turf planting areas, except for slopes greater than 3h:1v and seeded areas. Install a minimum 2" layer of mulch in all areas receiving flatted plants.
- D. Install a minimum 3" layer of wood mulch at a minimum 3' radius from the tree trunk of all trees located in turfgrass areas. Provide a smooth finish grade transition to a 2 inch depth where the

mulch meets the turfgrass, so that the top elevation of the mulch is flush to the turfgrass soil. Keep mulch off the trunk. For new trees in turfgrass areas, remove the watering berm just prior to the turfgrass planting but maintain the mulched area within the planting pit.

3.9 STAKING & GUYING

- A. Trees shall be supported by two (2) tree stakes as shown on the drawings. Cut off the top of stakes damaged by installation or where the stake conflicts with canopy branches.
- B. Stakes shall be set firmly in the ground outside the rootball and where possible set stakes perpendicular to the prevailing northwest wind.
- C. Trees shall be tied to upright stakes loosely with tree ties (see planting detail). Remove the nursery stake.
- D. Multi-trunked trees shall be guyed, or individual branches may be staked and loosely tied as shown on the Drawings.

3.10 ROOT BARRIER

- A. Install root barrier, if required, per planting details and manufacturers recommendations.

3.11 CLEAN-UP AND REPAIR

- A. All areas shall be maintained in a neat and orderly condition at all times. All reasonable precautions shall be taken to avoid damage to existing planting and structures. Disturbed and/or damaged areas, whether a part of this work or from the work of other trades, shall be restored to their original condition.
- B. Plants and/or turfgrass shown to remain and damaged or removed by construction operations and/or utility/electrical/drainage lines shall be replaced with plants that match as closely as possible to the existing plant species, variety and size. The replacement turfgrass sod variety shall be the same as shown in the Planting Legend if for new work, or shall match the existing turfgrass variety where the turfgrass is existing. Adjust the finish grade so that the new turfgrass sod abuts flush to the existing turfgrass or to hardscape. The replacement plants and/or turfgrass sod shall be maintained as part of the original scope of work.
- C. After the planting operations are completed, the Contractor shall remove all trash, excess soil, empty containers or any other debris accumulated by the work from the site. All damage caused by the work shall be repaired at the Contractor's expense and the site shall be left in a neat and orderly condition to the satisfaction of the Owner.

3.12 PRE-MAINTENANCE REVIEW

- A. A general review will be held prior to the start of the maintenance period upon conclusion of the planting operations, irrigation system installation and after clean-up has occurred. The Owner's Representative shall be informed in writing a minimum of seven (7) working days prior to the time the work is ready for review in order to arrange a suitable time and date for such review.
- B. At the time of review, Contractor shall have all planting areas free of weeds and neatly cultivated and fine graded. All plant basins shall be in good repair. All trees shall be properly staked and tied. All turfgrass areas shall be fully established and have a healthy, uniform and dense stand of grass without weeds or bare spots.
- C. Work requiring corrective action or replacement in the judgment of the Owner's Representative shall be performed within five (5) days after the inspection. Corrective work and materials replacement shall be in accordance with the drawings and specifications and shall be made by the Contractor at no cost to the Owner. A subsequent review shall then be arranged.
- D. If after the review, the Landscape Architect is of the opinion that all the work has been performed as per the Contract Documents, and a uniform stand of healthy dense turfgrass has been established without weeds or bare spots, the Contractor will be given written notice that the maintenance period may begin.

3.13 MAINTENANCE - GENERAL

- A. After all work indicated on the drawings or herein specified has been completed, reviewed, and approved, and the turfgrass has been successfully established per the requirements below, the Contractor shall commence a sixty (60) calendar day maintenance period in which the Contractor shall continuously maintain all areas included in the contract during the progress of the work and throughout the maintenance period, or until Final Acceptance of the project, whichever is greater.
- B. Maintenance work includes monitoring the site to control all watering, replanting, fertilizing, mulching, weeding, cultivating and mowing necessary to bring the planted areas to a healthy and vigorous growing condition, and any additional work needed to keep the areas neat, edged, weed and trash free, and attractive.
- C. All trees, shrubs, ground cover shall be kept at optimum growing condition by watering weeding, replanting, fertilizing, cultivating, tree stake repair, spraying for diseases and insects, replace dead or dying materials, pruning as directed, maintaining proper grades of plants, and providing any other reasonable operations of maintenance and protection required for successful completion of the project.
- D. Any date when the Contractor fails to adequately water, replace unsuitable planted areas and other work determined to be necessary by the Owner, will **NOT** be credited as part of the establishment/maintenance period.

- E. No additional payment will be made for additional time necessary for turfgrass establishment. The maintenance period shall not start until all contract work has been completed and all close-out documents and materials have been submitted. Turfgrass will be considered weed-free if there is a maximum of one percent undesirable turfgrass species, and nine weeds or less per 50 square yards (one per 50 square feet).
- F. During the progress of the maintenance period, the Contractor and the Owner's Representative shall conduct reviews at no less than 21 day intervals to determine that ongoing maintenance activities have been conducted by the Contractor. If in the opinion of the Owner, ongoing maintenance has not been conducted by the Contractor in a satisfactory manner the maintenance period shall be suspended. The Contractor shall provide remedial work as directed by the Owner's Representative to correct the found deficiencies and schedule another review. If after the subsequent review the work is deemed acceptable, the maintenance period shall resume.

3.14 MAINTENANCE - FERTILIZATION

- A. The Contractor shall fertilize the non-turf planted areas during the last week of the maintenance period with the mixed pre-planting fertilizer (14-6-11.6) at a rate of six (6.0) lbs./1,000 s.f. and as modified by the soil fertility recommendations and approved by the Landscape Architect. The contractor shall allow for at least two separate fertilizer formulation application in each fertilization operation.

3.15 MAINTENANCE – REPAIR AND WEEDING

- A. Visible weeds shall be removed at least weekly during the maintenance period. At the end of the maintenance period, all planting areas shall be without weeds. If weeds are present, the Contractor shall manually remove the weeds and shall then apply a granular, selective pre-emergent herbicide at manufacturer's approved rates. Coordinate application with the Owner's Representative and provide certificates of application to Owner's Representative. The turfgrass will be considered weed-free if there are 9 weeds or less per 50 square yards (one per 50 square feet).

3.16 FINAL REVIEW

- A. A final review will not be scheduled until all close-out documents and materials have been submitted and accepted.
- B. A Final Review will be made before the end of the Maintenance Period or upon the pending Final Acceptance of the work, whichever is earlier, provided all deficiencies revealed during the maintenance period have been corrected. If these deficiencies have not been corrected by the end of the stated maintenance period, the Contractor shall continue to fully maintain the project at his own expense. After all deficiencies have been corrected, a Final Review will be held with the Landscape Architect, Owner's Representative, and Contractor.

- C. If after the Final Review, the Landscape Architect and Owner's Representative are of the opinion that the work is acceptable and complete, the Contractor's maintenance responsibility shall terminate on an agreed upon date.

3.17 WARRANTY AND REPLACEMENT

- A. All trees and plants provided under this Contract shall be guaranteed to be in good, healthy, disease/pest free and in a flourishing condition one growing year from the date of Final Acceptance of the work, provided the Owner maintains the plants properly and in accordance with accepted horticultural practices. Species and size of any tree and/or plant replacements, either prior to or after Final Acceptance, shall be equal to that of the same adjacent trees and/or plants at the time of replacement as determined by the Landscape Architect.
- B. The Contractor shall be responsible to replace all lost plants due to theft, vandalism or any other preventable causes till Final Acceptance of the work by the Owner. Replacement trees and plants shall be planted as originally specified and detailed. Replacement trees and plants shall be guaranteed as specified above from the date of replacement. The maintenance period may be extended for a duration of not more than the original maintenance period duration for the establishment of replacement plants.
- C. The Contractor shall be held responsible for repair and/or replacement of damages to new or existing improvements resulting from the defects or actions of trees, plants, materials, equipment or workmanship one year from the date of Final Acceptance or the Notice of Completion, whichever is later.

END OF SECTION 32 90 00