



# Ventura County Community College District

## PURCHASING DEPARTMENT

---

June 24, 2019

Dear Prospective Bidders,

Attached is the bid packet for **Bid 585 Moorpark College Lion Habitat**

- **A mandatory Job-Walk will begin at 10:00 a.m., Wednesday, July 3, 2019.** Bidders are to meet at the Moorpark College, Maintenance & Operations Dept., 7075 Campus Rd., Moorpark, CA 93021 - For directions call 805-378-1454. Following the job-walk, all further questions are to be emailed to the Purchasing Specialist as listed below. **The Deadline for Questions is 3:00 p.m., Thursday, July 11, 2019.**
- **The Deadline for Proposal Submission is 3:00 p.m., Friday, July 19, 2019.** Bid proposals should be enclosed in a sealed envelope, addressed and delivered to the Ventura County Community College District Purchasing Department, 761 E Daily Drive, Suite 200, Camarillo, CA, 93010, prior to this time. Each envelope shall bear the Title of the Project, the Project Number and the Name of the Bidder. No electronic proposals shall be accepted. Proposals that arrive after the time set will be returned to the Bidder unopened. It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist.
- Prevailing Wage is required. In accordance with Section §1773 of the California Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: [www.dir.ca.gov](http://www.dir.ca.gov). The Contractor and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract.
- Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed 'not qualified' and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder's Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.
- Pursuant to Public Contract Code §3300, Bidder must possess a current Class-B California Contractors License at the time that the Contract for the Work is awarded.
- The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

Thank you for your interest in this project. You may contact me with any questions about this project at the email address listed below or by calling 805-652-5560.

Sincerely,  
Jo Nell Miller, Purchasing Specialist / [jonellmiller@vcccd.edu](mailto:jonellmiller@vcccd.edu)

## TABLE OF CONTENTS

<b><u>Section</u></b>	<b><u>Bidding and Contract Requirements</u></b>
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Proposal
00215	Subcontractor List
00220	Non-Collusion Affidavit
00240	Statement of Bidder's Qualifications
00260	Bid Security Bond
00310	Sample Agreement
00400	Labor and Material Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation Insurance
00417	Drug-Free Workplace Certification
00420	Guarantee
00700	General Conditions
00800	Special Conditions
01000	Technical Specifications

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT NOTICE TO CONTRACTOR CALLING FOR BID

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter referred to as “the District”, is calling for bids for **Bid 585, Moorpark College Lion Habitat**. Bids will be received at Ventura County Community College District, 761 E Daily Drive, Suite 200, Camarillo, CA 93010, Attn: Purchasing Department up to but no later than 3:00 p.m. on Friday, July 19, 2019, at which time bids will be opened and publicly read. All bid proposals must be sealed and submitted on forms furnished by the District. Each bid proposal must be accompanied by: (a) the required Bid Security; not less than 10% of the maximum amount of Bid Proposal inclusive of add-on or alternates, (b) Subcontractors List, (c) Non-Collusion Affidavit, and (d) Statement of Bidder’s Qualifications, all of which must be fully executed. Failure to comply shall render such proposal to be “Non Responsive” and rejected. Bid proposals must conform with and be responsive to the bid and contract documents. Copies may be obtained as PDF from the website at [http://www.vcccd.edu/departments/purchasing/bids\\_and\\_agreements/current.shtml](http://www.vcccd.edu/departments/purchasing/bids_and_agreements/current.shtml)

**A mandatory Job-Walk will begin at 10:00 a.m., July 3, 2019.** Bidders are to meet at Moorpark College Maintenance & Operations Dept, 7075 Campus Road, Moorpark CA 93021.

Pursuant to Public Contract Code §3300, Bidder must possess a current Class B Contractors License at the time that the contract for the work is awarded.

Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed ‘not qualified’ and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5; all Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor.

The Owner reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

Jo Nell Miller, Purchasing Specialist

Publication Dates: 06/27/19 and 06/30/19

# INSTRUCTIONS FOR BIDDERS

## Section 00100

### 1.01 Preparation and Submittal of Bid Proposal

- A. Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.
- B. Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- C. Date and Time of Bid Proposal Submittal.** A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.
- D. Alternate Bid Item(s).** If the Bid Proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder’s Bid Proposal for such alternate item(s).

- 1.02 Bid Security.** Bid Security shall be in the form of: (a) cash, (b) a certified or cashier’s check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and an Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

- 1.03 Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
- 1.04 Modifications.** Changes to the Bid Proposal which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.
- 1.05 Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, inter-lineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.
- 1.06 Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 1.07 Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.
- 1.08 Documents Required Upon Award of Contract.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
- 1.09 Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid job walk. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

- 1.10 Request for Substitutions Prior to Bid Opening.** Any Bidder may submit Request(s) for Substitution on the form provided herein (Section 01630), together with all substantiating data, no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid job walk. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.
- 1.11 District's Right to Modify Contract Documents.** Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the mandatory pre-bid job walk. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.
- 1.12 Bidders Interested in More Than One Bid Proposal.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.
- 1.13 Award of Contract**
- A. Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
  - B. Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal and accepted bid alternate items, if any.
  - C. Selection of Alternate Bid Items; Basis of Award of Contract.** The selection of Bid Alternates for determination of the lowest Bid Proposal will be based upon the Base Bid Proposal alone or a combination of the Base Bid Proposal and one or more Bid Alternates as selected by the District in accordance with the method for additive or deductive items specified in the bid solicitation.
  - D. Alternate Bid Items Not Included in Award of Contract.** During performance of the Work, it is the District's option to add or delete from the scope of the Work Alternate Bid Items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the Alternate Bid Items Proposal.
  - E. Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

**F. Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above. The District may reject a Bidder or subcontractor that has failed to complete past Contract work for the District. The District reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

**G. Participation by Other Public Entities:** Other public entities in the State of California may procure items and /or services off this bid under the same terms and conditions stated in this bid.

## **1.14 Subcontractors**

**A. Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215). The District may request that one or more apparent low Bidders provide to the District within twenty four (24) hours of bid opening the license numbers and value of work for each listed subcontractor submitted by Bidder. Any Bidder's failure to comply with the District's request may deem such Bidder's bid non-responsive and subject to rejection by the District.

**B. Work of Subcontractors.** The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are

encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

- 1.15 Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.
- 1.16 Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.
- 1.17 Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.
- 1.18 Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.
- 1.19 Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

## **1.20 Job-Walk**

- A. District Conduct of Job-Walk.** The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set



forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders' attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory, the provisions of this section 1.21 shall be deemed to apply to such additional Job-Walks.

- B. Mandatory Job Walk.** If the Job Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.
- C. Non-Mandatory Job Walk.** Unless designated in the Call for Bids as being mandatory, the Job Walk shall be deemed non-mandatory. The failure of any Bidder to have its authorized representative(s) present at such non-mandatory Job Walk shall not be a basis for deeming the Bid Proposal of such Bidder to be non-responsive. The foregoing notwithstanding, all Bidders are encouraged to attend the Job Walk. In the event that the Job Walk is not designated as being mandatory, Bid and Contract Documents may be obtained by a Bidder, on or after the time designated for the Job Walk; in such event, if such Bidder desires a Job Walk to be conducted, it shall be the sole and exclusive responsibility of such Bidder to request, in writing, that the District conduct an additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct or not conduct such requested Job Walk with consideration of factors such as the time remaining before the scheduled closing time for the receipt of Bid Proposals; the District may condition the conducting of such requested Job Walk upon reimbursement, by the Bidder requesting such Job Walk, of the actual or reasonable costs of the District's personnel and/or the District's agents or representatives in arranging for and conducting such Job Walk. The election of the District not to conduct a Job Walk requested by a Bidder obtaining the Contract Documents after the date and time designated in the Call for Bids for the Job Walk shall not operate to waive, limit or restrict any of the provisions of the Contract Documents, the Bidder's submittal of a Bid Proposal in conformity with the Contract Documents, or if awarded the Contract, performance of the Work and other obligations in strict conformity with the Contract Documents. If the District elects to conduct an additional Job Walk requested by a Bidder who has obtained the Contract Documents after the time designated in the Call for Bids for the Job Walk, the District shall notify all other Bidders who have theretofore obtained the Contract Documents of such requested Job Walk and the date, time and place where such requested Job Walk will be conducted and all such other Bidders may attend such requested additional Job Walk.

- 1.21 Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the

successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

- 1.22 Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
- 1.23 Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.
- 1.24 Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
- A. The bid protest is in writing;
  - B. The bid protest is filed and received by the District's Purchasing Department not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
  - C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Purchasing Department or designee, shall review and evaluate the basis of the bid protest. The District's Purchasing Department or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Purchasing Department or designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board of Trustees. The issuance of a written statement by the Purchasing Department (or designee) and subsequent action by the District's Board of Trustees shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

**1.25 Public Records.** All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

**1.26 Bidder and Subcontractors DIR Registered Contractor Status.**

**Bidder Status.** In addition to other requirements established herein relating to Bidder qualifications, in order to be deemed “qualified” to submit a proposal for the Work, the Bidder must be a DIR Registered Contractor when submitting a proposal. The proposal of a Bidder who is not a DIR Registered Contractor when the proposal is submitted will be rejected for non-responsiveness.

**Listed Subcontractor’s Status.** All Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors at the time of submittal of the proposal for the Work. The foregoing notwithstanding, a proposal is not subject to rejection for non-responsiveness when the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered Contractors if the listed subcontractors who are not DIR Registered become DIR Registered prior to the opening of proposals or become DIR Registered within twenty-four (24) hours of the opening of the proposals pursuant to Labor Code 1771.1 (c)(1) or (2). If the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered do not become registered prior to the opening of proposals or become DIR Registered within twenty four (24) hours of the opening of proposals pursuant to Labor Code 1771.1©(1) or (2), such proposal is not subject to rejection for non-responsiveness, provided that if the Bidder submitting the Subcontractors List with non-DIR registered Subcontractors is awarded the Contract for the Work, the Bidder shall request consent of the District to substitute another Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code 1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <http://www.cir.ca.gov/Public-Works/SB854.html> (also find all related SB854 related information).

**1.27 Prevailing Wage Rates, Employment of Apprentices and Labor Compliance Program.**

**A. Payment of Prevailing Wage Rates.** The Bidder and all potential Subcontractors shall utilize the relevant prevailing wage rate determinations in the PREVAILING WAGE SCALE established by the Director of the Department of Industrial Relations in effect on the first advertisement date of the Notice to Contractors Calling For Bids in preparing the Bid Proposal and all component price quotations. Pursuant to Labor Code §1773.2, copies of these determinations are maintained at the District’s Measure Y offices located at 740 West Woodbury Road, Pasadena, CA 91103, and are available to any interested party upon request. Copies of

rate schedules are also available on the Internet at [http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html).

- B. Apprenticeship Committee Contract Award Information.** Pursuant to Labor Code §1777.5 and Title 8 California Code of Regulations §230, the Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS form 140 included in Section 00900 of the Contract Specifications) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. Contractors and Subcontractors must also submit a copy of the forms to the District.
- C. Statement of Employer Fringe Benefit Payments.** Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DSLE Form PW 26 included in Section 00900 of the Specifications) must be completed and submitted to the District by each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. See Article 4.21.9 of the Contract General Conditions.
- D. Notice to Subcontractors.** Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of work, employment of apprentices and the District's LCP requirements and enforcement procedures set forth in Article 4.21 of Section 00700 (General Conditions) and Section 00900 of the Contract Specifications.

*[End Of Section]*

# BID PROPOSAL

## Section 00210

**TO:** **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("District"), at 761 E. Daily Drive, Suite 200, Camarillo, CA 93010.

**FROM:**

\_\_\_\_\_  
*(Name of Bidder - as listed on license)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(City, State, Zip Code)*

\_\_\_\_\_  
*(Telephone)*

\_\_\_\_\_  
*(Fax)*

\_\_\_\_\_  
*(E-Mail Address)*

\_\_\_\_\_  
*(Name(s) of Bidder's Authorized Representative(s) and Title)*

### 1.01 Bid Proposal

#### A. Bid Proposal Amount

Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

#### Bid 585 Moorpark College Lion Habitat

**Base Bid Amount:**        \$

\_\_\_\_\_  
*(Total bid amount in figures)*

Dollars

\_\_\_\_\_  
*(Total bid amount in words)*

## **B. Acknowledgment of Bid Addenda**

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

\_\_\_\_\_  
(initial)      **No Addenda Issued**

\_\_\_\_\_  
(initial)      **Addenda Nos. \_\_\_\_\_ received, acknowledged and  
incorporated into this Bid Proposal.**

### **1.02 Rejection of Bid; Holding Open of Bid**

It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

### **1.03 Documents Comprising Bid Proposal**

The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Statement of Bidder's Qualifications (00240), Bid Security (Cash, Cashier's Check, Certified Check or Bid Bond (00260) and Verification of DIR Registration.

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

### **1.04 Award of Contract**

It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) the Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; and (5) the Certificate of Workers' Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents.

Completion of the Work and all Interim Milestones shall be achieved within the Contract Time and Interim Milestones specified in the Contract Documents.

### **1.05 Notices**

All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

### 1.06 Contractor's License

The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: \_\_\_\_\_

Class _____	Expiration Date _____	Class _____	Expiration Date _____
Class _____	Expiration Date _____	Class _____	Expiration Date _____

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

### 1.07 Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

### 1.08 Confirmation of Figures

By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. All amounts will be entered on the proposal in the written amount and listed in figures. In the event there is a discrepancy between the bidder's written amounts and figures, the written amount will prevail.

### 1.09 Acknowledgment and Confirmation

The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: \_\_\_\_\_  
(Signature & Date)

*(Corporate Seal)*

\_\_\_\_\_  
(Typed or Printed Name of Bidder's Authorized Representative)

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

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

*[End Of Section]*



# LIST OF SUBCONTRACTORS

## Section 00215

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. Subcontractor's License Number	4. DIR Registration Number	5. \$ Value of Work
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District

**Name of Vendor:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

[Duplicate and attach additional page(s) as required.]

# NON-COLLUSION AFFIDAVIT

## Section 00220

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, depose and say that I am

(Typed or Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_,

(Title)

(Bidder Name)

the party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
City, County and State

(\_\_\_\_\_) \_\_\_\_\_  
Area Code and Telephone Number

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
**Section 00240**

**1.01 Bidder's Organization**

**A.** Form of entity of Bidder, i.e, corporation, partnership, etc. \_\_\_\_\_

1. If a corporation, state the following: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Date of Incorporation: \_\_\_\_\_  
President/Chief Executive Officer: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasure/Chief Financial Officer: \_\_\_\_\_

2. If a partnership, state the following:  
Date of Organization: \_\_\_\_\_  
Type of Partnership (general, limited): \_\_\_\_\_  
Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.A.4 as appropriate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If a proprietorship, state the following:  
Names of all proprietors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If a joint venture, state the following: \_\_\_\_\_  
Date of organization: \_\_\_\_\_  
Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.1.C for each Joint Venture member as appropriate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Bidder's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Number of years your organization has been in business as a contractor: \_\_\_\_\_  
Organization longevity must also be in compliance with item 1.03 C. Licensing, and have been in business with the advertised classification for a minimum of 5 years. Do you meet this qualification? \_\_\_\_ Yes \_\_\_\_ No

C. Number of years your organization has conducted business under its present name: \_\_\_\_\_

1. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style: \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 1.02 Financial

A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

B. Is the attached Financial Statement for the identical organization as the Bidder?  
\_\_\_\_ Yes \_\_\_\_ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

### 1.03 Licensing

A. California Contractors License:

License Number: \_\_\_\_\_

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

Responsible Managing Employee/Officer: \_\_\_\_\_

License Classification(s): \_\_\_\_\_

B. Has a claim or other demand ever been made against your organization's California Contractors License Bond? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. The District requires a minimum of 5 years of licensed work experience within the Contractor Classification advertised, with no gaps in license coverage or change of company name. State the number of years this company has performed work under the above and advertised classification: \_\_\_\_\_ years.

D. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

E. Attach to this Statement true and correct copies of the following:

1. Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).
2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.
3. If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

- F. Attach to this statement a copy of the Contractors DIR Registration.
1. Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5(“DIR Registered Contractor”).
  2. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors.
  3. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

#### **1.04 Experience**

- A. List the categories of work your organization typically performs with your own forces: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).
1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? \_\_\_\_\_ Yes \_\_\_\_\_ No  
  
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
  2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? \_\_\_\_\_ Yes \_\_\_\_\_ No  
  
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
  3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? \_\_\_\_\_ Yes \_\_\_\_\_ No  
  
If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

- C.** On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.
- D.** On a separate attachment, list all construction projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.
- E.** Has your organization ever refused to sign a contract awarded to it?  
\_\_\_\_\_Yes \_\_\_\_\_No
- If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.
- F.** Has your organization ever failed to complete a construction contract?  
\_\_\_\_\_Yes \_\_\_\_\_No
- If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.
- G.** Has your organization ever been declared in default of a construction contract?  
\_\_\_\_\_Yes \_\_\_\_\_No
- If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.
- H.** Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? \_\_\_\_\_Yes \_\_\_\_\_No
- If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.
- I.** Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a

construction contract? \_\_\_\_\_Yes \_\_\_\_\_No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

**1.05 References** (include name, contact person, telephone, email address, fax and address for each reference provided)

- A.** Trade References (three (3) minimum)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- B.** Bank References \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- C.** Public Works Inspectors of Record \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- D.** Owner references (must have completed at least two (2) Federal. State, K-12 or higher education building projects in the past five (5) years. Please list these two (2) projects and at least one (1) other Owner referenced, preferably another Federal, State, K-12 or higher education project). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- E.** Insurance Carriers (General Liability, Auto, and Workers’ Compensation)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- F.** Surety Firms (issuing your Bid, Performance and Payment Bonds)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**1.06 Accuracy and Authority**

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or written name)

*[End Of Section]*

## BID SECURITY BOND

Section 00260

### ***KNOW ALL MEN BY THESE PRESENTS:***

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal for the Work commonly described as **Bid 585 Moorpark College Lion Habitat** and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **TEN PERCENT (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

NOW, THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of

said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

**Bidder:**

*(corporate Seal)*

\_\_\_\_\_  
*(Principal's Name)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed or Printed Name & Title)*

\_\_\_\_\_  
*(Address)*

**Surety:**

*(Corporate Seal)*

\_\_\_\_\_  
*(Surety's Name)*

By: \_\_\_\_\_  
*(Signature of Attorney-in-Fact for Surety)*

\_\_\_\_\_  
*(Typed or Printed Name)*

*(Attach Attorney-in-Fact Certificate)*

\_\_\_\_\_  
*(Address of Surety's Office where Bond is issued)*

\_\_\_\_\_  
*(Area Code and Telephone Number of Surety)*

## SECTION 00310 AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in the City of Camarillo, County of Ventura, State of California, by and between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT, a California Community College District, hereinafter called the "District" and \_\_\_\_\_, hereinafter called the "Contractor", with a principal place of business located at \_\_\_\_\_.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Bid 585 Moorpark College Lion Habitat**.

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

- 1.02 Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within 120 consecutive calendar days after the date stated in the District's Notice to Proceed (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents).

*The Awarded Bidder must meet with the Facilities, Maintenance and Operations Director within one week of award to schedule work and accommodate any special conditions called out by Campus Director.*

- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of \_\_\_\_\_ Dollars \$\_\_\_\_\_).

The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids  
Instructions for Bidders  
Bid Proposal  
Subcontractors List  
Non-Collusion Affidavit  
Statement of Bidder's Qualifications  
Bid Bond  
Agreement  
Labor Compliance Program  
Proof of DIR Registration Per SB 854

Labor and Material Payment Bond  
Performance Bond  
Certificate of Workers Compensation  
Drug Free Workplace Certification  
General Conditions  
Special Conditions  
Specifications  
Drawings  
Guarantee

**1.06 Award of Contract.** The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

**1.07 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT:

VENTURA COUNTY COMMUNITY  
COLLEGE DISTRICT,  
a California Community College District

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

Name: Terry Cobos

Title: Director of General Services

CONTRACTOR:

\_\_\_\_\_  
(Contractor's License Number)

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

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

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

\_\_\_\_\_  
[Corporate Seal]

[End Of Section]

# LABOR AND MATERIAL PAYMENT BOND

Section 00400

## ***KNOW ALL MEN BY THESE PRESENTS:***

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee", for payment of the penal sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States, as more particularly set forth herein.

## **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Obligee, by resolution of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as **Bid 585 Moorpark College Lion Habitat**.

WHEREAS, the Principal, on or about \_\_\_\_\_, 2019, entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such

change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by their duly authorized agents or representatives.

*(Corporate Seal)*

\_\_\_\_\_  
*(Principal Name)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed or Printed Name)*

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

*(Corporate Seal)*

\_\_\_\_\_  
*(Surety Name)*

By: \_\_\_\_\_  
*(Signature of Attorney-in-Fact for Surety)*

\_\_\_\_\_  
*(Typed or Printed Name of Attorney-in-Fact)*

*(Attach Attorney-in-Fact Certificate)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Area Code and Telephone Number of Surety)*

*[End of Section]*

# PERFORMANCE BOND

## Section 00410

### ***KNOW ALL MEN BY THESE PRESENTS:***

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee", for payment of the penal sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States, as more particularly set forth herein.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Obligee, by action of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as **Bid 585 Moorpark College Lion Habitat**.

WHEREAS, the Principal, on or about \_\_\_\_\_ 2019, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract.

WHEREAS, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrative, successors and assigns, to the Obligee for the prompt, full and faithful performance of the Contract, which is incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.



If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of a written notice from Obligor to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligor shall be entitled to enforce any remedy available to Obligor.

Within fifteen (15) calendar days of Obligor's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligor an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligor upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligor within the time provided for herein above, the Obligor may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price.

The Surety, for value received, hereby stipulates and agrees that no change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder, shall in any way limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price.

Principal and Surety agree that if Obligor is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligor's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by their duly authorized agents or representatives.

*(Corporate Seal)*

\_\_\_\_\_  
*(Principal Name)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed or Printed Name)*

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

*(Corporate Seal)*

\_\_\_\_\_  
*(Surety Name)*

By: \_\_\_\_\_  
*(Signature of Attorney-in-Fact for Surety)*

*(Attach Attorney-in-Fact Certificate)*

\_\_\_\_\_  
*(Typed or Printed Name of Attorney-in-Fact)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Area Code and Telephone Number of Surety)*

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

## Section 00415

I, \_\_\_\_\_ the \_\_\_\_\_,  
(Name) (Title)  
of \_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1.01 I am aware that California Labor Code §3700(a) and (b) provides:

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

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees."

1.02 I am aware that the provisions of California Labor Code §3700 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 this Contract.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# DRUG-FREE WORKPLACE CERTIFICATION

## Section 00417

I, \_\_\_\_\_ the \_\_\_\_\_,  
(Name) (Title)  
of \_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

- 1.01 I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 1.02 I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation 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. Contractor's policy of maintaining a drug-free workplace;
    - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - 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 be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
- 1.03 Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

- 1.04 Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 1.05 Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

# GUARANTEE

## Section 00420

\_\_\_\_\_  
(Contractor's Name) hereby unconditionally guarantees that the work performed under and pursuant to the Ventura County Community College District (District) project known as the **Bid 585 Lion Habitat** ("Project") has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the contract referenced herein above or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subcontractor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Representative to be contacted for services:

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email.: \_\_\_\_\_

**GENERAL CONDITIONS**  
**TABLE OF CONTENTS**  
Section 00700

**ARTICLE 1: DEFINITIONS; GENERAL**

**ARTICLE 2: DISTRICT**

- 2.1 Information Required of District
- 2.2 District's Right to Stop the Work
- 2.3 Partial Occupancy or Use
- 2.4 The District's Inspector

**ARTICLE 3: ARCHITECT**

- 3.1 Architect's Administration of the Contract

**ARTICLE 4: THE CONTRACTOR**

- 4.1 Communications
- 4.2 Contractor Review of Contract Documents
- 4.3 Site Investigation; Subsurface Conditions
- 4.4 Supervision and Construction Procedures
- 4.5 Labor and Materials
- 4.6 Taxes
- 4.7 Permits, Fees and Notices; Compliance with Laws
- 4.8 Submittals
- 4.9 Materials and Equipment
- 4.10 Safety
- 4.11 Hazardous Materials
- 4.12 Maintenance of Documents
- 4.13 Use of Site
- 4.14 Noise and Dust Control
- 4.15 Cutting and Patching
- 4.16 Clean-Up
- 4.17 Access to the Work
- 4.18 Information for the District's Inspector
- 4.19 Inspector's Field Office
- 4.20 Patents and Royalties
- 4.21 Prevailing Wage Rates; Employment of Apprentices and Labor Compliance Program
- 4.22 Assignment of Antitrust Claims

**ARTICLE 5: SUBCONTRACTORS**

- 5.1 Subcontracts
- 5.2 Substitution of Listed Subcontractor

## **ARTICLE 6: INSURANCE; INDEMNITY; BONDS**

- 6.1 Workers' Compensation Insurance; Employer's Liability Insurance
- 6.2 Commercial General Liability and Property Insurance
- 6.3 Builder's Risk "All-Risk" Insurance
- 6.4 Coverage Amounts
- 6.5 Evidence of Insurance; Subcontractor's Insurance
- 6.6 Maintenance of Insurance
- 6.7 Contractor's Insurance Primary
- 6.8 Indemnity
- 6.9 Payment Bond; Performance Bond

## **ARTICLE 7: CONTRACT TIME**

- 7.1 Substantial Completion of the Work Within Contract Time
- 7.2 Progress and Completion of the Work
- 7.3 Progress Schedule
- 7.4 Adjustment of Contract Time
- 7.5 Liquidated Damages

## **ARTICLE 8: CONTRACT PRICE**

- 8.1 Contract Price
- 8.2 Cost Breakdown (Schedule of Values)
- 8.3 Progress Payments
- 8.4 Final Payment
- 8.5 Withholding of Payments
- 8.6 Payments to Subcontractors

## **ARTICLE 9: CHANGES**

- 9.1 Changes in the Work
- 9.2 Oral Order of Change in the Work
- 9.3 Contractor Submittal of Data
- 9.4 Adjustment to Contract Price and Contract Time on Accounts of Changes to the Work
- 9.5 Change Orders
- 9.6 Contractor Notice of Changes
- 9.7 Disputed Change
- 9.8 Emergencies
- 9.9 Minor Changes in the Work
- 9.10 Unauthorized Changes

## **ARTICLE 10: SEPARATE CONTRACTORS**

- 10.1 District's Right to Award Separate Contracts
- 10.2 District's Coordination of Separate Contractors
- 10.3 Mutual Responsibility
- 10.4 Discrepancies or Defects



## **ARTICLE 11: TESTS AND INSPECTIONS**

- 11.1 Tests; Inspections; Observations
- 11.2 Delivery of Certificate
- 11.3 Timeliness of Tests, Inspections and Approvals

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

- 12.1 Inspection of the Work
- 12.2 Uncovering of Work
- 12.3 Rejection of Work
- 12.4 Correction of Work
- 12.5 Removal of Non-Conforming or Defective Work
- 12.6 Failure of Contractor to Correct Work
- 12.7 Acceptance of Defective or Non-Conforming Work

## **ARTICLE 13: WARRANTIES**

- 13.1 Workmanship and Materials
- 13.2 Warranty Work
- 13.3 Guarantee
- 13.4 Survival of Warranties

## **ARTICLE 14: SUSPENSION OF WORK**

- 14.1 District's Right to Suspend Work
- 14.2 Adjustments to Contract Price and Contract Time

## **ARTICLE 15: TERMINATION**

- 15.1 Termination for Cause
- 15.2 Termination for Convenience of the District

## **ARTICLE 16: MISCELLANEOUS**

- 16.1 Governing Law
- 16.2 Successors and Assigns
- 16.3 Cumulative Rights and Remedies; No Waiver
- 16.4 Severability
- 16.5 No Assignment by Contractor
- 16.6 Independent Contractor Status
- 16.7 Notices
- 16.8 Disputes; Continuation of Work
- 16.9 Dispute Resolution
- 16.10 Attorney's Fees
- 16.11 Marginal Headings; Interpretations
- 16.12 Provisions Required by Law Deemed Inserted
- 16.13 Entire Agreement

# GENERAL CONDITIONS

## ARTICLE 1: DEFINITIONS; GENERAL

### 1.1 Architect.

The Architect is the person or entity identified as such in the Agreement; references to the "Architect" includes the Architect's authorized representative and his, her or its successor(s).

### 1.2 Construction Equipment

"Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

### 1.3 Contract Documents

The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

### 1.4 Contract Document Terms

The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District, its agents or representatives. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other similar areas; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

### 1.5 Contractor

The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

### 1.6 Contractor's Superintendent

The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

### 1.7 Days

Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

### 1.8 Deferred Approval Items

Deferred approval items are those items that shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer.

## **1.9 District**

The "District" refers to **Ventura County Community College District** and its authorized representatives, including the Project Manager, the District's Board of Trustees and the District's officers, employees, agents and representatives.

## **1.10 District's Inspector**

The District's Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The District's Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

## **1.11 Division of State Architect ("DSA")**

The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulation Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

## **1.12 Drawings and Specifications**

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules, notes or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

## **1.13 Intent and Correlation of Contract Documents**

### **1.13.1 Work of the Contract Documents**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

### **1.13.2 Technical Terms**

Unless otherwise stated in the Contract Documents, words or terms, which have, well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.13.3 Conflict in Contract Documents**

The Contract Documents are intended to be fully cooperative and to agree. If Contractor observes any conflict, inconsistency or ambiguity, Contractor shall promptly notify the District and the Architect in writing of such conflict, inconsistency or ambiguity prior to commencement of affected Work. If a conflict, inconsistency or ambiguity arises, the following order or precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to create an absurd or costly result: Special Conditions shall take precedence over General Conditions, Specifications shall take precedence over Drawings and shall govern as to materials, workmanship and installation procedures. Plans identify the scope and location of the Work. With regard to Drawings, figures govern over scaled dimensions, larger details govern over general drawings, addenda and change order drawings govern over contract drawings, contract drawings govern over standard drawings.

### **1.14 Material Supplier**

A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

### **1.15 Project**

The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the District or by separate contractors.

### **1.16 Project Manager**

The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. The removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

### **1.17 Record Documents**

The Record Documents are a set of the Drawings and Specifications marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Documents shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

### **1.18 Shop Drawings; Samples; Product Data ("Submittals")**

Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor of any tier, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the

Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

#### **1.19 Site**

The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

#### **1.20 Subcontractors; Sub-Subcontractors**

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.

#### **1.21 Special Conditions**

If made a part of the Contract Documents, Special Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

#### **1.22 Surety.** The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond or other bonds provided by the Contractor.

#### **1.23 Work**

The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

### **ARTICLE 2: DISTRICT**

#### **2.1 Information Required of District**

##### **2.1.1 Surveys; Site Information**

District may provide information concerning physical characteristics of the Site. Information not provided by the District concerning physical characteristics of the Site, which is required, shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

##### **2.1.2 Drawings and Specifications**

All of the Drawings and the Specifications shall remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

##### **2.1.3 Furnishing of Information**

Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the

extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist.

## **2.2 District's Right to Stop the Work**

In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated, if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

## **2.3 Partial Occupancy or Use**

### **2.3.1 District's Right to Partial Occupancy**

The District may occupy or use any completed or partially completed portion of the Work, provided that the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the District's Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

### **2.3.2 No Acceptance of Defective or Nonconforming Work**

Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

## **2.4 The District's Inspector**

In addition to the authority and rights of the District's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the District's Inspector in accordance with the provisions of Title 24 of the California Code of Regulations. The District's Inspector shall have access to all parts of the Work at any time, wherever located,

including shop inspections, and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the District's Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

## **ARTICLE 3: ARCHITECT**

### **3.1 Architect's Administration of the Contract**

#### **3.1.1 Administration of Contract**

The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the District's representatives during construction until the time that Final Payment is due the Contractor. The Architect will advise and consult with the District, the Project Manager and the District's Inspector with respect to the administration of the Contract and the Work. The Architect shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations.

#### **3.1.2 Periodic Site Inspections**

The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

#### **3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences**

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

#### **3.1.4 Verification of Applications for Payment**

In accordance with Article 8 hereof, the Architect will review the Contractor's Applications for Progress Payments and for Final Payment, verify the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

#### **3.1.5 Rejection of Work**

The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, additional inspections or testing of the Work may be conducted, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to

exercise such authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

### **3.1.6 Architect's Review of Submittals**

The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component. The Architect's review and return of Submittals will normally require a minimum of twenty one (21) days from date of receipt of complete submittal. Deferred approval submittals indicated in the Contract Documents require additional time for processing and review of all submittals.

### **3.1.7 Changes to the Work; Change Orders**

The Architect will prepare Change Orders and may authorize minor changes in the Work in accordance with Article 9.9 hereof.

### **3.1.8 Completion**

The Architect will conduct observations to determine the date(s) of interim milestones, if any, and the dates of Substantial and Final Completion. The Architect will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

### **3.1.9 Interpretation of Contract Documents**

The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor, or as deemed necessary. The Architect's response to such requests will be made in writing with reasonable promptness and within the time limits specified in the Contract Documents. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings with transmittal letter. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 4: THE CONTRACTOR**

### **4.1 Communications**



All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; oral communications, unless reduced to writing, are not binding on the parties. Communications between the Contractor and the District shall be through the Project Manager. Communications between separate contractors, if any, shall be through the Project Manager. Contractor shall make all written communications concerning the Project available to the District upon request.

## **4.2 Contractor Review of Contract Documents**

### **4.2.1 Examination of Contract Documents**

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the District any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior written notice to the District of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

### **4.2.2 Field Measurements**

Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

### **4.2.3 Dimensions; Layouts and Field Engineering**

Dimensions indicated in the Drawings are intended for reference only. The Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and/or establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

### **4.2.4 Request for Information**

If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), it shall be the affirmative obligation of the Contractor to timely notify the District, in writing, of the Conditions encountered and to request information from the District necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the District in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions, the Contractor shall bear all costs associated with or required to correct, remove, or

otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. The Contract Time shall not be subject to adjustment in the event that the Contractor fails to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall be provided within five (5) days. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District.

#### **4.2.5 Work in Accordance With Contract Documents**

The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

### **4.3 Site Investigation; Subsurface Conditions**

#### **4.3.1 Contractor Investigation**

The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

#### **4.3.2 Subsurface Data**

By executing the Agreement, the Contractor acknowledges that it has examined the subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed nor warranted by the District to be complete and accurate. The Contractor shall examine all subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its

bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

### **4.3.3 Subsurface Conditions**

#### **4.3.3.1 Procedures**

If the Work under the Contract Documents 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's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

#### **4.3.3.2 Trenching**

For all excavations in excess of five (5) feet involving an estimated expenditure in excess of \$25,000, Contractor shall submit to the District for acceptance a detailed Drawing showing the design of shoring, bracing, sloping or other provisions to be made for the protection of workmen from the hazard of caving ground. If such design varies from the standards established by the Construction Safety Orders of the California Division of Industrial Safety, the Drawing shall be prepared by a registered civil or structural engineer. None of the aforementioned trenching shall be started before Contractor receives notification of acceptance from the District. Contractor shall comply with all other applicable requirements of California Labor Code §6705, and as therein provided, no provisions of that Section or this Section shall be construed to impose tort liability upon the District. In any event, Contractor shall not

commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Project premises prior to commencement of any excavation.

#### **4.4 Supervision and Construction Procedures**

##### **4.4.1 Supervision of the Work**

The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

##### **4.4.2 Responsibility for the Work; Coordination of the Work**

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, District's Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for all necessary or appropriate coordination of the Work and component parts thereof so that Substantial Completion of the Work will be achieved within the Contract Time and the Work will be completed for the Contract Price. The coordination of the Work is a material obligation of the Contractor hereunder and shall include without limitation, conducting regular coordination meetings with its Subcontractors and Material Suppliers, sequencing the operations of Subcontractors and Material Suppliers, and adapting its planned means, methods and sequences of construction operations as necessary to accommodate field or changed conditions at the Site.

##### **4.4.3 Surveys**

The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work, the cost of which shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

##### **4.4.4 Construction Utilities**

The Contractor shall arrange for the furnishing of and shall pay the costs of all utility services, including, without limitation, electricity, water, gas and telephone necessary

for performance of the Work and the Contractor's obligations under the Contract Documents. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including meters, to the Site. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

#### **4.4.5 Existing Utilities; Removal, Relocation and Protection**

In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the utility district to provide for removal or relocation of such utility facilities. Nothing in this Article 4.4.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a price determined in accordance with Article 9 of these General Conditions.

### **4.5 Labor and Materials**

#### **4.5.1 Payment for Labor, Materials and Services**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, applicable taxes, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

#### **4.5.2 Employee Discipline and Skills**

The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor of any tier, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its project employees and direct any Subcontractor of any tier to dismiss from their employment on the project any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the

Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

#### **4.5.3 Contractor's Superintendent and Project Manager**

The Contractor shall employ a competent superintendent, project manager and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent and/or project manager. The superintendent shall represent the Contractor at the Site and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss from the project the superintendent, project manager or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement superintendent, project manager or assistant.

#### **4.5.4 Prohibition on Harassment**

##### **4.5.4.1 District's Policy Prohibiting Harassment**

The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

##### **4.5.4.2 Contractor's Adoption of Anti-Harassment Policy**

Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.5.4.

##### **4.5.4.3 Prohibition on Harassment at the Site**

Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any

individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.5.4.2 above. Any person performing or providing Work on or about the Site who engages in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, the District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.5.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

#### **4.6 Taxes**

The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

#### **4.7 Permits, Fees and Notices; Compliance with Laws**

##### **4.7.1 Payment of Permits, Fees**

Unless otherwise provided in the Contract Documents, the Contractor shall secure, pay for, and include in the Contract Price the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

##### **4.7.2 Compliance with Laws**

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

#### **4.7.3 Notice of Variation from Laws**

If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the District, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the District, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

### **4.8 Submittals**

#### **4.8.1 Purpose of Submittals**

Shop Drawings, Product Data, Samples and similar submittals (collectively “Submittals”) are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

#### **4.8.2 Contractor's Submittals**

##### **4.8.2.1 Prompt Submittals**

The Contractor shall review, confirm and submit to the Architect with the number of copies of Submittals within the timeframes required by the Contract Documents. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material consideration of the Contract. In the event that the District reasonably determines that all or any portion of any Submittal fails to comply with the requirements of the Contract Documents and/or such Submittals are not otherwise complete and accurate so as to require re-submission more than one (1) time, Contractor shall bear all costs associated with the review and approval of such resubmitted Submittals; provided that such costs are in addition to, and not in lieu of, any liquidated damages imposed under the Contract Documents for Contractor's delayed submission of Submittals. Submittals not required by the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittals.

##### **4.8.2.2 Approval of Contractor's Confirmation of Submittals**

All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed



to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment of the Contract Time or the Contract Price.

#### **4.8.2.3 Verification of Submittal Information**

By approving and submitting Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

#### **4.8.2.4 Information Included in Submittals**

All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect's review, evaluation and approval of the Contractor's Submittals.

#### **4.8.2.5 Contractor Responsibility for Deviations**

The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's approval of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's approval thereof.

#### **4.8.2.6 No Performance of Work without Approval**

The Contractor shall perform no portion of the Work requiring the Architect's review and approval of Submittals until the Architect has completed its review and granted its approval of such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully approved.

#### **4.8.3 Architect Review of Submittals**

The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents, including without limitation, Article 3.1.6 of the General Conditions. If the Architect returns a Submittal as rejected or requiring correction(s) and re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in order to obtain the Architect's approval.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

#### **4.8.4 Deferred Approval Items**

In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

### **4.9 Materials and Equipment**

#### **4.9.1 Specified Materials, Equipment**

Except as otherwise provided, references in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

#### **4.9.2 Approval of or Equal, Substitutions or Alternatives**

The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Contractor provides advance written notice to the District of such proposed or equal, substitution or alternative and certifies to the District that the quality, performance capability, functionality and appearance of the proposed alternative or substitute will meet or exceed the quality, performance capability, functionality, and appearance of the item or process specified, and must demonstrate to the District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit all data to the District to permit the Architect's proper evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the District's prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the District's approval of the same shall be subject to removal pursuant to Article 12 hereof. The District's decision shall be final regarding the approval or disapproval of the Contractor's proposed substitutions or alternatives. The District's approval of any Contractor-proposed substitution shall be in accordance with Change Order procedures set forth in Article 9 and as otherwise specified in the Contract Documents.

#### **4.9.3 Placement of Material and Equipment Orders**

Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor of any tier performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor. Upon request of the District, the Contractor shall furnish

reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor of any tier.

#### **4.9.4 District's Right to Place Orders for Materials and/or Equipment**

If the Contractor fails or refuses to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that such orders have not been placed in a manner that assures timely delivery of such materials and/or equipment to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises such right, the District's conduct in that regard does not assume control of the work. Rather, Contractor remains responsible for the means, methods, techniques, sequences or procedures for completion of the Work and is not relieved from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

### **4.10 Safety**

#### **4.10.1 Safety Programs**

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

#### **4.10.2 Safety Precautions**

The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors of any tier; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities whether or not designated for removal, relocation or replacement in the course of construction. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public

authorities bearing on safety of persons or property or their protection from damage, injury or loss.

#### **4.10.3 Safety Coordinator**

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District.

#### **4.10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

### **4.11 Hazardous Materials**

#### **4.11.1 Use of Hazardous Materials**

In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof. Unless otherwise provided, Contractor shall be solely responsible for the transportation and disposal of any Hazardous Materials on or about the Site.

#### **4.11.2 Prohibition on Use of Asbestos Containing Building Materials ("ACBMs")**

Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the District of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's

written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

#### **4.11.3 Encountering of Hazardous Materials**

If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for their containment, removal, abatement or handling, the Contractor shall immediately stop the Work in the affected area and shall immediately notify the District, in writing, of such condition. The Contractor shall diligently proceed with the Work in all other unaffected areas. The Contractor shall proceed with the Work in the affected area only after the Hazardous Materials have been rendered harmless, contained, removed or abated. Adjustments, if any, to the Contract Time or Price shall be made in accordance with Articles 7 and 9.

#### **4.11.4 Material Safety Data Sheets**

Contractor is required to insure that Material Safety Data Sheets (MSDS) for any material requiring a MSDS pursuant to the federal "hazard communication" standard or employee's right-to-know law are available in a readily accessible place on the Work premises. The Contractor is also required to insure (i) the proper labeling of any substance brought onto the Work premises, and (ii) that the persons working with the material, or within the general area of the material, are informed about the hazards of the substance and follow proper handling and protection procedures.

#### **4.11.5 Compliance with Proposition 65**

Contractor is required to comply with the provisions of California Health and Safety Code § 25249.5, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with such statutory provisions and to fully comply with the requirements set forth therein.

### **4.12 Maintenance of Documents**

#### **4.12.1 Documents at Site**

The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Requests for Information and responses thereto; (v) Record Drawings; (vi) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vii) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Project Manager, the Architect, the District's Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at

the Site by the Contractor pursuant to the foregoing, except for (vii), shall be assembled and transmitted to the District.

#### **4.12.2 Maintenance of Record Documents**

During its performance of the Work, the Contractor shall continuously maintain Record Documents which are marked to indicate all field changes made to adapt the Work depicted in the Documents to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. The Record Documents shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. The District's inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy of the Record Documents. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Documents or to make available the Record Documents for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Payments to the Contractor are conditioned upon continuous maintenance and completion of the Record Documents pursuant to Articles 8.3.2 and 8.3.3. If the Contractor fails or refuses to continuously maintain the Record Documents in a complete and accurate manner, the District may take appropriate action to cause such maintenance, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

#### **4.13 Use of Site**

The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

#### **4.14 Noise and Dust Control**

The Contractor shall be responsible for complying with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Code of Federal Regulations, Title 40, Part 204). The Contractor shall be solely responsible for maintaining all areas of the Work free from all materials and products that by becoming airborne may cause respiratory inconveniences to District students and personnel. Damages and/or any liability derived from the Contractor's failure to comply with these requirements shall be the sole cost of the Contractor, including all penalties incurred for violations of local, state and/or federal regulations.

#### **4.15 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly in accordance with the Contract Documents. Only tradespersons skilled and experienced in cutting and patching shall perform such work. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter

the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

#### **4.16 Clean-Up**

The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material, rubbish or excess materials and equipment, placed, caused by performance of the Work. The Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste and excess material, tools, Construction Equipment, machinery, temporary facilities and barricades, and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Manager is authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

#### **4.17 Access to the Work**

The Contractor shall provide the DSA, the District, the Project Manager, the District's Inspector, Labor Compliance Officer and Labor Compliance administrator and consultant(s), the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

#### **4.18 Information for the District's Inspector**

The Contractor shall furnish the District's Inspector access to the Work for obtaining such information as may be necessary to keep the District's Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

#### **4.19 Inspector's Field Office**

The Contractor shall provide and include in the Contract Price a temporary furnished office at the Site, if specified in the Contract Documents, for use by the District, the Project Manager and the District's Inspector, until removal of the same is authorized by the District.

#### **4.20 Patents and Royalties**

The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

#### **4.21 Prevailing Wage Rates; Employment of Apprentices and Labor Compliance Program**

##### **4.21.1. Determination of Prevailing Wage Rates**

Pursuant to Labor Code §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations determinations of the generally prevailing rates of per diem wages and the prevailing rate for holiday and overtime work in the locality

in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District office identified in the Notice to Contractors Calling For Bids and on the Internet. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

#### **4.21.2. Labor Compliance Program**

The Project is in part funded by the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004. The District has initiated a Labor Compliance Program (“LCP”) pursuant to the provisions of Labor Code §1771.5 and other applicable law. The District’s LCP Manual is included in Section 00900 of the Contract Specifications. The Contractor and all Subcontractors of any tier shall comply with the LCP initiated and enforced by the District.

#### **4.21.3. Payment of Prevailing Wage Rates**

##### **4.21.3.1 Statutory Requirements**

The Project is subject to the provisions of Labor Code §§1720 et seq. and the requirements of Title 8 of the California Code of Regulations §§16000 et seq., which govern the payment of prevailing wage rates on public works projects. The Contractor and Subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code §1771, the Contractor and all Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in execution of the Contract. Contractor and Subcontractors shall comply with applicable statutes and regulations, including but not limited to Labor Code §§ 1771, 1775, 1777.5, 1813 and 1815, and the District’s LCP. Copies of these statutes and the District’s LCP are contained in Section 00900 of the Contract Specifications.

##### **4.21.3.2. Weekly Payments to Employees**

Contractor and all Subcontractors of any tier shall pay each worker on the Project, unconditionally and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek and an established payday. On each payday, each worker must receive all sums due at the end of the preceding workweek and must be provided with an itemized wage statement.



#### **4.21.4. Penalty for Prevailing Wage Rate Underpayment**

Pursuant to Labor Code §1775, the Contractor shall, as a penalty, forfeit up to Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

#### **4.21.5. Payroll Records**

##### **4.21.5.1. Certified Payroll Reports and Basic Payroll Records**

The Contractor and Subcontractors of any tier shall maintain Certified Payroll Reports and “Basic Payroll Records”, as that term is defined in Appendix A to the District’s LCP, during the course of the Work and shall preserve them for a period of three (3) years after completion of the Project for all tradesworkers executing the Work of the Contract. Certified Payroll Reports must be submitted weekly at the time designated in Article 4.21.5.2 or upon request as described in Article 4.21.5.4. Basic Payroll Records may be requested by the District at any time and shall be provided within ten (10) calendar days following the receipt of the request.

##### **4.21.5.2. Weekly Submittal of Certified Payroll Reports**

**4.21.5.2.1.** Pursuant to Labor Code §1776, the Contractor and each Subcontractor of any tier shall maintain an accurate, weekly payroll record showing the employee full name, address, social security number, work classification, amount paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed for the Work, and the gross/net wages paid for this Project/all projects, as well as the Contractor name and address, Project name and location, and dates of payroll. If payments are made to any third party trust, funds or plans for health and welfare, pension or vacation trusts, those payments must be stated on the payroll report. The basic wage rate paid per hour plus the employer contributions for benefits, including training fund contributions, must at least equal the prevailing wage rate for that classification.

**4.21.5.2.2.** The Contractor shall maintain and submit its Certified Payroll Reports and those of the Subcontractors of any tier to the District each week, no later than seven (7) calendar days after the payday for the week covered by the payroll

reports. If there is no work on a given week or on a given day, the Certified Payroll Report must indicate “no work” for that week or day(s). The Certified Payroll Reports must account for each day of the week including Saturdays, Sundays and holidays. Contractor and Subcontractors of every tier must write “final” on the last submitted payroll report for the Project.

**4.21.5.2.3** The Certified Payroll Reports shall be verified by a written declaration made by a person with authority to represent the reporting entity, under penalty of perjury, that the information contained in the payroll record is true and correct and that the reporting entity has complied with the requirements of California Labor Code §§1771, 1811, and 1815 for any Work performed by his, her or its employees on the Project. Copies of the District’s certified payroll form and the required declaration are provided in Section 00900 of the Contract Specifications. The Contractor and Subcontractors must use the District-provided forms.

**4.21.5.3. Penalty for Delinquent or Inadequate Payroll Records**

In the event Contractor submits “Inadequate Payroll Records” or Contractor has “Delinquent Payroll Records”, as those terms are defined in Appendix A to the District’s LCP, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should Contractor fail to strictly comply after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

**4.21.5.4. Making Certified Payroll Reports Available Upon Request**

Pursuant to Labor Code §1776, in addition to its obligation to deliver certified payroll records to the District on a weekly basis as set forth above, the Contractor shall also make payroll records available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District, the Division of Apprenticeship Standards or the Division of

Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the 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 the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this subparagraph, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should Contractor fail to strictly comply after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The responsibility for compliance with the foregoing provisions shall rest upon the Contractor.

#### **4.21.6. Hours of Work**

##### **4.21.6.1. Limits on Hours of Work**

Pursuant to Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

##### **4.21.6.2. Penalty for Excess Hours**

Pursuant to Labor Code §§1813 and 1815, the Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker

employed in the execution of the Contract by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, or as otherwise provided by law, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**4.21.6.3. Contractor Responsibility For Cost of Excess Hours.**

Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

**4.21.7. Audit/Investigation of Compliance with Prevailing Wage Laws**

The District shall conduct audits and investigations of the Contractor's and Subcontractors' Certified Payroll Records in fulfillment of the District's obligation as an authorized LCP to enforce compliance with prevailing wage laws. The District shall conduct audits/investigations on a random and as-needed basis. An audit shall include the comparison of submitted Certified Payroll Records to Basic Payroll Records or documents maintained independent of the Certified Payroll Records, or to records used to gather the information in the Certified Payroll Records. The comparison may also involve other documents which authenticate or corroborate representations made in the Certified Payroll Records. The purpose of any audit or investigation shall be to verify the payment of prevailing wage rates. To ensure that the audit/investigation is fair, the Contractor or Subcontractor shall be provided an opportunity to submit evidence supporting its position. Should the District find that a Contractor or a Subcontractor has violated prevailing wage laws, the District shall refer the matter to the Labor Commissioner for approval of the District recommended forfeiture. The District shall forward its audit/investigation report to the affected Contractor or Subcontractor concurrently with the District's submission of the report to the Labor Commissioner, excepting documents which the District originally received from the Contractor or Subcontractor and which are also expressly referenced in the report. The District recommended forfeiture amount shall be in conformity with the provisions of Labor Code §§1720 et seq. Depending on the ruling of the Labor Commissioner, the audit/investigation may result in a withholding from the Contractor's Contract Payments.

**4.21.8. Responsibility for Subcontractors' Payment of Prevailing Wages**

Pursuant to Labor Code §1775, the Contractor is responsible for ensuring that all Subcontractors of any tier comply with requirements for payment of prevailing wages. Contractor is responsible for Labor Code violations by Subcontractors of any tier. The agreement executed between the Contractor and each Subcontractor must contain a copy of the provisions of Labor Code §§ 1771, 1775, 1777.5, 1813 and 1815, at a minimum. Contractor shall monitor each Subcontractors' payment of prevailing wage rates. Upon becoming aware of the failure of any Subcontractor of any tier to pay its workers the

specified prevailing wage, the Contractor shall diligently take action to halt and rectify the failure, including, without limitation, retaining sufficient funds due to the Subcontractor to cover the underpayment. Before making final payment to any Subcontractor, the Contractor must obtain an affidavit from the Subcontractor, signed under penalty of perjury, which states that the Subcontractor has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due pursuant to Labor Code §1813. Contractor shall provide copies of such affidavits to the District and provide Contractor's affidavit that it has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due under Labor Code §1813.

#### **4.21.9. Statement of Employer Payments**

Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DSLE Form PW 26 included in Section 00900 of the Specifications) must be completed and submitted to the District by each Contractor and Subcontractor who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. In February and August of each year during the Project, the Contractor and Subcontractors of any tier must verify changes in wage rates for any trade classifications used on the Project. Thereafter, Contractor and its Subcontractors must submit a new Statement of Employer Payments to the District which reflects any changes in wages and benefits.

#### **4.21.10. Apprentices**

##### **4.21.10.1. Apprenticeship Committee Contract Award Information**

Pursuant to Labor Code §1777.5 and Title 8 California Code of Regulations §230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS form 140 included in Section 00900 of the Contract Specifications) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and can supply apprentices to the Project. Contractor and Subcontractors must also submit a copy of the form to the District which shall include, in addition to other information, an estimate of journeymen hours to be performed under the Contract or Subcontract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed.

##### **4.21.10.2. Employment of Apprentices**

**4.21.10.2.1.** Labor Code §1777.5 and Title 8 California Code of Regulations §§2000 et seq. provide detailed requirements for employing apprentices on public works. The responsibility of complying with Section 1777.5 and the

regulations lies exclusively with the Contractor.

**4.21.10.2.2.** Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered.

**4.21.10.2.3.** Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**4.21.10.3. Apprenticeship Certificate and Dispatch of Apprentices**

When the Contractor or any Subcontractor of any tier in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards. Contractors who are not already approved to train apprentices must request dispatch of required apprentices from one of the applicable Apprentices Committees by giving the program actual notice of at least 48 hours (excluding Saturdays, Sundays and holidays) before the date on which apprentices are required. Contractors who do not receive a sufficient number of apprentices from their initial request must request dispatch of apprentices from at least one other apprenticeship committee if more than one exists in the area of the Project.

**4.21.10.4. Ratio of Apprentices to Journeymen**

The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

#### **4.21.10.5. Exemption from Ratios**

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at

least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

#### **4.21.10.6. Contributions to Trust Funds**

The Contractor or any Subcontractor of any tier who performs any of the Work by employment of journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council in the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Contractor or any Subcontractor, of any tier, may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council. Training Fund contributions are due and payable on the 15th day of the month for work performed during the preceding month. Training contributions to the California Apprenticeship Council shall be paid by check and shall be accompanied by a Completed Training Fund Contribution form (CAC-2), a copy of which is included in Section 00900 of the Contract Specifications. Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

#### **4.21.10.7. Contractor's Compliance**

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00)



for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

**4.21.11. Employment of Independent Contractors**

Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that the Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor of any tier performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

**4.21.12. District's Enforcement of Violations**

The District shall withhold Contract payments when: 1) Contractor submits Inadequate Payroll Records or Contractor has Delinquent Payroll Records; 2) after an investigation, it is established Prevailing Wages have not been paid to all workers on the Project; or 3) Contractor's or Subcontractors' failure to comply with Labor Code requirements concerning employment of apprentices. As set forth in the District's LCP, the District will first obtain approval from the Labor Commissioner of the amounts of forfeitures for violations of Labor Code requirements.

**4.22 Assignment of Antitrust Claims**

Pursuant to California Public Contract Code §7103.5, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor,

without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Public Contract Code §7103.5, the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

## **ARTICLE 5: SUBCONTRACTORS**

### **5.1 Subcontracts**

Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. Upon request, the Contractor shall provide to the District copies of executed Subcontracts and Purchase Orders, including amendment thereto, to which Contractor is a party within seven (7) days of District's request for same. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders shall be deemed the Contractor's default of a material term of the Contract Documents.

### **5.2 Substitution of Listed Subcontractor**

#### **5.2.1 Substitution Process**

Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs and fees incurred by the District in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

#### **5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor**

Neither the substitution nor the District's consent to Contractor's substitution of a listed Subcontractor shall relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. In the event that the District determines that revised or additional Submittals are required of the newly substituted Subcontractor, the District shall promptly notify the Contractor, in writing, of such requirement and the time for submittal. In the event that the revised or additional Submittals are not submitted by Contractor within the time specified, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.8 of these General

Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.8 of these General Conditions. Contractor shall reimburse the District for all fees and costs incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

## **ARTICLE 6: INSURANCE; INDEMNITY; BONDS**

### **6.1 Workers' Compensation Insurance; Employer's Liability Insurance**

The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

### **6.2 Commercial General Liability and Property Insurance**

The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents. Contractor shall also provide excess or umbrella liability limits for Products and Completed Operations Aggregate for this Project as a Designated Project as set forth in the Special Conditions.

### **6.3 Builder's Risk "All-Risk" Insurance**

The Contractor, during the progress of the Work and until Final Acceptance of the Work by the District upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism

and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

#### **6.4 Coverage Amounts**

The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

#### **6.5 Evidence of Insurance; Subcontractor's Insurance**

##### **6.5.1 Certificates of Insurance**

With the execution of the Contract, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

##### **6.5.2 Subcontractors' Insurance**

Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as

set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

#### **6.6 Maintenance of Insurance**

Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

#### **6.7 Contractor's Insurance Primary**

All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Commercial General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price. The District shall be endorsed on all policies provided by Contractor, as appropriate, as additional insureds as respects liability arising out of Contractor's or Subcontractors' performance of the terms and conditions of these Contract Documents.

#### **6.8 Indemnity**

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District, the Architect or the Project Manager, the Contractor shall indemnify, defend and hold harmless: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the District's Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Project Manager and its agents and employees from and against any and all damages, losses, claims, demands or liabilities

whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names the District as a party thereto, the Contractor shall, at its sole cost and expense, defend the District in such action or proceeding with counsel reasonably satisfactory to District. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

#### **6.9 Payment Bond; Performance Bond**

Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

### **ARTICLE 7: CONTRACT TIME**

#### **7.1 Substantial Completion of the Work Within Contract Time**

Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect, the Project Manager and the District's Inspector as such in accordance with the Contract

Documents. The Contract Time is as indicated in the Special Conditions.

## **7.2 Progress and Completion of the Work**

### **7.2.1 Time of Essence**

Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

### **7.2.2 Substantial Completion**

Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents, including but not limited to start-up and testing, so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect and the District's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the District's Inspector and the Architect shall be controlling and final.

### **7.2.3 Correction or Completion of the Work After Substantial Completion**

Upon achieving Substantial Completion of the Work, the District, the District's Inspector, the Project Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work (punch list) to be corrected or completed by the Contractor. The exclusion of, or failure to include, any item on such list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. In the event that the Contractor shall fail or refuse, for any reason, to complete all punch list items within the Contract Time, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. If the Contractor fails or refuses to complete all items of the Work within the Contract Time, the District may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of such items of the Work, provided, however, that such election by the District is in addition to, and not in lieu of, any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete items of the Work, Contractor shall be responsible for all costs incurred by the District in connection therewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor; if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

### **7.2.4 Final Completion**

Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all punch list items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by

the Architect and the District's Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector and the Architect shall be controlling and final.

#### **7.2.5 Contractor Responsibility for Multiple Inspections**

In the event the Contractor shall request determination of Substantial or Final Completion and it is determined by the District that the Work does not then justify certification of Substantial or Final Completion, as applicable, and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the District's Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

#### **7.2.6 Final Acceptance**

Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees. Such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon the District's Board of Trustees approves of the Final Acceptance of the Work.

### **7.3 Progress Schedule**

#### **7.3.1 Submittal of Preliminary Construction Schedule**

Within ten (10) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager and the Architect a Preliminary Construction Schedule indicating, in graphic and tabular form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. The Preliminary Construction Schedule shall indicate the dates for commencement and completion of various portions of the Work, including, without limitation, the procurement and fabrication of major items, material and equipment forming a part of, or to be incorporated into, the Work as well as Site construction activities. The Preliminary Construction Schedule shall identify all major (critical) Submittals required, the portion(s) of the Work for which the identified Submittals relate to and the date upon which each Submittal required will be transmitted to the Architect for review (the "Submittal Schedule"). The Contractor shall prepare the Preliminary Construction Schedule using Primavera, Sure Track, or comparable software in Critical Path Method format. If Contractor elects to use software other than Primavera or Sure Track, Contractor shall provide such software to the District at Contractor's expense. These requirements shall not be deemed control over or assumption of construction means, methods or sequences, all of which remain the Contractor's responsibility. Further, these requirements shall not give rise to an increase in the Contract Time or the Contract Price. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a



basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. In the event any of the Construction Schedules required under this Article 7.3 incorporate therein "float" time, such float shall be deemed to belong to and owned by the District. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

### **7.3.2 Review of Preliminary Construction Schedule**

The District, the Project Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, such Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Project Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Project Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

### **7.3.3 Preparation and Submittal of Contract Construction Schedule**

Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit the Cost Loaded Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of

the District. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may be depicted in the Approved Construction Schedule.

#### **7.3.4 Revisions to Approved Construction Schedule**

In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

#### **7.3.5 Updates to Approved Construction Schedule**

The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. Proper and complete updating of the Approved Construction Schedule shall be a condition precedent to the issuance of progress payments described in Article 8 of these General Conditions. The Contractor shall provide the District with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Project Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule, a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion,

transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

#### **7.3.6 Contractor Responsibility for Construction Schedule**

The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules. All schedule submittals shall include electronic diskettes for use by the District in its analysis and approval of the schedule submittal.

### **7.4 Adjustment of Contract Time**

If Substantial Completion or completion of an Interim Milestone is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

#### **7.4.1 Excusable Delays**

If Substantial Completion of the Work or completion of an Interim Milestone is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the District. Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay.

The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

#### **7.4.2 Compensable Delays**

If Substantial Completion of the Work or completion of an Interim Milestone is delayed and such delay is caused by the acts or omissions of the District, the Architect, the Project Manager or separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect, Project Manager and the District. In accordance with California Public Contract Code § 7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

#### **7.4.3 Unexcusable Delays**

Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

#### **7.4.4 Adjustment of Contract Time**

##### **7.4.4.1 Procedure for Adjustment of Contract Time**

The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor’s waiver of the same.

##### **7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays**

Any adjustment of the Contract Time on account of an Excusable Delay or a

Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work on the then current and updated Approved Construction Schedule.

## **7.5 Liquidated Damages**

### **7.5.1 Contractor Delays**

Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted, or to complete an Interim Milestone or Final Completion in accordance with the times specified or provided for in the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, Interim Milestone or Final Completion, the Work is achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed completion of the Work. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2.

### **7.5.2 District Delays**

If the Contractor is delayed by the District or anyone employed by it and granted an extension of time, or if the Contractor is delayed and the District is held responsible for such delay, the Contractor and the District agree that it is impractical and infeasible to determine the amount of actual damage suffered by the Contractor as a result of such delay. Such damages include, but are not limited to, extended home and field office

overhead, impairment of bonding capacity, lost opportunity, and all other damages or claims, regardless of tier, attributable, or claimed to be attributable to any such delay. Accordingly, in such an instance, it is agreed that the District will pay to the Contractor as fixed and liquidated damages, and not as a penalty, the sum of set forth in the Special Conditions for each calendar day of delay beyond the Contract Time.

### **7.5.3 Liquidated Damages Reasonable**

The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

## **ARTICLE 8: CONTRACT PRICE**

### **8.1 Contract Price**

The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

### **8.2 Cost Breakdown (Schedule of Values)**

Within fifteen (15) days of the Cost Loaded Contract Construction Schedule (Article 7.3.3), the Contractor shall furnish a detailed tabular Cost Breakdown of the Contract price consistent with the cost-loaded work activities included in the Approved Construction Schedule. The Cost Breakdown shall be subject to the District's review and approval of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the District, the Cost Breakdown 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 reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made incrementally as included in the activities included in the Approved Construction Schedule.

### **8.3 Progress Payments**

#### **8.3.1 Applications for Progress Payments**

During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Manager, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month. Values utilized in the Applications for Progress Payments shall be based upon the proper updating of the Approved Construction Schedule. The Cost Breakdown and/or Approved Cost Loaded Construction Schedule, pursuant to Article 8.2 above, and such values shall be only for

determining the basis of Progress payments to the Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price.

### **8.3.2 District's Review of Applications for Progress Payments**

In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the Project Manager, the District's Inspector, and the Architect shall review the Application. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the properly completed form approved by the District, and accompanied by:

- (i) the Application submitted by the Contractor shall be consistent with and accompanied by the updated Approved Construction Schedule;
- (ii) weekly Certified Payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a Progress Payment is included (if requested);
- (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code § 3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested;
- (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code § 3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment;
- (v) a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by (if requested); and
- (vi) a certification by the Contractor that it has maintained the Record Documents reflecting the actual as-built conditions of the Work performed (such certification is subject to verification by the District's Inspector prior to approval of the Progress Payment).

In accordance with Public Contract Code § 20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper. Pursuant to the District's Labor Compliance Program, Labor Code §1771.5 and other applicable law, the District shall withhold payments when payroll records are delinquent or inadequate.

### **8.3.3 Architect and District's Inspector Review of Applications for Progress Payments**

Upon receipt of an Application for Progress Payment, the Architect and the District's Inspector shall meet with the Contractor to inspect the completed work and verify the portion of the work completed during the month using the approved Construction Schedule update and the Cost Breakdown. The Application for Progress Payment shall reflect the agreed percentages of work complete that is properly due to the Contractor under the terms of the Contract Documents. The Application submitted by the Contractor shall be consistent with and accompanied by the updated Approved Construction Schedule.

### **8.3.4 District's Disbursement of Progress Payments**

#### **8.3.4.1 Timely Disbursement of Progress Payments**

In accordance with Public Contract Code § 20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety percent (95%) of the value of the Work indicated in the Application for Progress Payment as verified and approved by the District's Inspector and the Architect. If an Application for Progress payment is determined not to be proper due to the failure or refusal of the contractor to submit the required documents with the Application for progress payment, or if it is reasonably determined that the Record Documents have not been continuously maintained to reflect the actual as-built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress payment shall be deemed to commence on the date that the District is actually in receipt of a complete and proper Application for Progress payment or verifies the proper updating of the as-built conditions.

#### **8.3.4.2 Untimely Disbursement of Progress Payments**

In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure § 685.010(a). The foregoing notwithstanding, pursuant to the District's Labor Compliance Program, Labor Code §1771.5 and other applicable law, the District shall withhold payments when payroll records are delinquent or inadequate without penalty or payment of interest under Public Contract Code §20104.50.

#### **8.3.4.3 District's Right to Disburse Progress or Final Payments by Joint Checks**

The District may, in its sole discretion, issue joint checks to the Contractor and any Subcontractor or Material Supplier providing work, labor, materials, equipment or services for the Project in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder. District may require Contractor to provide copies of applicable Subcontracts, purchase orders, rental invoices or materials invoices.



#### **8.3.4.4 No Waiver of Defective or Non-Conforming Work**

The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

#### **8.3.5 Progress Payments for Changed Work**

The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the District's Inspector, the Architect and the Board. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

#### **8.3.6 Materials or Equipment Not Incorporated Into the Work**

##### **8.3.6.1 Limitations Upon Payment**

Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which has/have not been incorporated into and made a part of the Work.

##### **8.3.6.2 Materials or Equipment Delivered and Stored at the Site**

The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, a request for payment of such materials or equipment is made and if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

#### **8.3.7 Exclusions From Progress Payments**

No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The District shall not make any payment on account of any materials or

equipment which are in the process of being fabricated or which are in transit to the Site or other storage location. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

#### **8.3.8 Title to Work**

The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### **8.4 Final Payment**

#### **8.4.1 Application for Final Payment**

When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the District's Inspector will promptly make a final inspection of the Work and when the Architect and the District's Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the District's Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

#### **8.4.2 Conditions Precedent to Disbursement of Final Payment**

Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; if required (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payments if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and

Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; and (x) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

#### **8.4.3 Disbursement of Final Payment**

Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

#### **8.4.4 Waiver of Claims**

The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

#### **8.4.5 Claims Asserted After Final Payment**

Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

### **8.5 Withholding of Payments**

The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract

Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) inadequate or delinquent payroll records, or violations of requirements to pay prevailing wages, or employment of apprentices; (vii) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (viii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (ix) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work; or (x) the Contractor's failure to timely provide Certified Payrolls of the Contractor and all Subcontractors, of any tier, in accordance with Articles 8.3.2., 8.4.2. or applicable law. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District's Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

#### **8.6 Payments to Subcontractors**

The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District.

### **ARTICLE 9: CHANGES**

#### **9.1 Changes in the Work**

The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the

District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

## **9.2 Oral Order of Change in the Work**

Any oral order, direction, instruction, interpretation, or determination from the District, the District's Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect and the District's Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

## **9.3 Contractor Submittal of Data**

Within fifteen (15) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the District a detailed written statement setting forth the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

## **9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work**

### **9.4.1 Adjustment to Contract Price**

Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

#### **9.4.1.1 Mutual Agreement**

By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within fifteen (15) days after the receipt of the written request of the District for such estimate.

#### **9.4.1.2 Determination by the District**

By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the District's Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect and the District's Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2,

Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

#### **9.4.1.3 Basis for Adjustment of Contract Price**

If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

##### **9.4.1.3.1 Labor**

Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change.

Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Changes shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the change coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

#### **9.4.1.3.2 Materials and Equipment**

Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment 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 necessary used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefore shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

#### **9.4.1.3.3 Construction Equipment**

Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to Work shall be compensated in increments of hourly, weekly or monthly rates, whichever shall be the most economical to the District when

applied to the scope of the specific change. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction 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 Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the District's 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. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$1,000.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates (Blue Book) 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 District's inspector and the District, the allowable rate for the use of Construction Equipment in connection with the Changes to 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 Construction Equipment operator), and any / all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

#### **9.4.1.3.4 Mark-up on Costs of Changes to the Work**

In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, the maximum adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions.



#### **9.4.1.4 Contractor Maintenance of Records**

In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the District's Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

#### **9.4.2 Adjustment to Contract Time.**

In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. Such time shall be requested in writing by the Contractor with the Contract price Adjustment Proposal. The time extension request shall be justified by the Contractor by submittal of a CPM analysis accurately portraying the impact of the change on the critical path of the project schedule. Changes performed within available float as indicated in the updated Approved Construction Schedule shall not justify a time extension to the Contract. When agreement is reached between the District and Contractor that a Change shall require an extension of the contract time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the

District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

#### **9.4.3 Addition or Deletion of Alternate Bid Item(s)**

If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid.

### **9.5 Change Orders**

If the District approves of a Change, a written Change Order prepared on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

### **9.6 Contractor Notice of Changes**

If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District's Project Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District's Project Manager and the Architect. Time

is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

#### **9.7 Disputed Changes**

In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

#### **9.8 Emergencies**

In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

#### **9.9 Minor Changes in the Work**

The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Project Manager or the District's Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than \$500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

#### **9.10 Unauthorized Changes**

Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect and the District's Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such

Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

## **ARTICLE 10: SEPARATE CONTRACTORS**

### **10.1 District's Right to Award Separate Contracts**

The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

### **10.2 District's Coordination of Separate Contractors**

The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

### **10.3 Mutual Responsibility**

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

### **10.4 Discrepancies or Defects**

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

## **ARTICLE 11: TESTS AND INSPECTIONS**

### **11.1 Tests; Inspections; Observations**

### **11.1.1 Contractor's Notice**

If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Project Manager written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District's Inspector and the Project Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

### **11.1.2 Cost of Tests and Inspections**

Costs for tests and inspection of materials shall be paid by the District as provided for herein. Within twenty (20) days after the establishment of the Approved Construction Schedule pursuant to Article 7.3 hereof, the District shall submit to the Contractor a written list of the portions of the Work subject to special tests or inspections to be paid for by the District along with the number of hours or costs of testing or inspection allocated for each such portion of the Work. Should any act, omission or other conduct of the Contractor, any of its Subcontractors, of any tier, or Material Suppliers cause the number of hours or the costs of such tests or inspections to exceed that set forth in the District's list submitted pursuant to the foregoing, the Contractor shall be solely responsible for all such excess costs and the District may deduct such amount from any portion of the Contract Price then or thereafter due the Contractor. The District will pay for all tests and inspections provided that, in addition to the cost to be paid by the Contractor previously set forth in this Article, the Contractor shall pay for all tests and inspections under any of the following conditions: (i) when such costs are stipulated in the provisions of the Contract Documents to be borne by the Contractor; (ii) when a material is tested or inspected and fails to meet the requirements of the Specifications and/or Drawings; or (iii) when the source of the material is changed after the original test or inspection has been made or approved.

### **11.1.3 Testing/Inspection Laboratory**

The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the latest adopted Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District's Inspector, the Project Manager or the Architect and not by the Contractor.

#### **11.1.4 Additional Tests, Inspections and Approvals**

If the Architect, the Project Manager, the District's Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Project Manager shall instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Project Manager of when and where tests and inspections are to be made so the District's Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith. Where required DSA testing of the work identifies a failure rate of ten percent (10%) or greater for any system, scope of work, installation or subtrade that has been specifically targeted, District may, at its sole discretion, order that all such similar systems, installations, scopes of work or subtrade work used in connection with the Project be tested, and the cost to test all such work shall be paid by the Contractor.

#### **11.2 Delivery of Certificates**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect. If a material is not required to be tested, the Architect, Inspector or the District may require Contractor to furnish a certificate bearing the official and legal signature of the supplier with each delivery of such material, which certificate shall state that the material complies with the Specifications.

#### **11.3 Timeliness of Tests, Inspections and Approvals**

Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

### **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

#### **12.1 Inspection of the Work**

##### **12.1.1 Access to the Work**

All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Project Manager, the Architect and the District's Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Project Manager, the Architect, the District's Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

##### **12.1.2 Limitations Upon Inspections**

Inspections, tests, measurements, or other acts of the Architect and the District's Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the District's Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

## **12.2 Uncovering of Work**

If any portion of the Work is covered contrary to the request of the Architect, the District's Inspector, the Project Manager or the requirements of the Contract Documents, it must be uncovered by the Contractor for observation by such District representative and be replaced by the Contractor without adjustment of the Contract Time or the Contract Price.

## **12.3 Rejection of Work**

Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Project Manager, the Architect or the District's Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the District's Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

## **12.4 Correction of Work**

The Contractor shall promptly correct any portion of the Work rejected by the District, the Project Manager, the Architect or the District's Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's or Inspector's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

## **12.5 Removal of Non-Conforming or Defective Work**

The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

## **12.6 Failure of Contractor to Correct Work**

If the Contractor fails to commence to correct defective or non-conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not so proceed, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and

storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's and Inspector's services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

#### **12.7 Acceptance of Defective or Non-Conforming Work**

The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

### **ARTICLE 13: WARRANTIES**

#### **13.1 Workmanship and Materials**

The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

#### **13.2 Warranty Work**

If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any



special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. 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.

### **13.3 Guarantee**

Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

### **13.4 Survival of Warranties**

The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

## **ARTICLE 14 : SUSPENSION OF WORK**

### **14.1 District's Right to Suspend Work**

The District may, without cause and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

### **14.2 Adjustments to Contract Price and Contract Time**

If the District orders a suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. Any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

## **ARTICLE 15: TERMINATION**

### **15.1 Termination for Cause**

#### **15.1.1 District's Right to Terminate**

The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will ensure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work

within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Contractor disregards proper directives of the Architect, the District's Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

#### **15.1.2 District's Rights Upon Termination**

In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

#### **15.1.3 Completion by the Surety**

In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within fifteen (15) days after demand therefor, the District may take over the

Work and prosecute it to completion as provided for above. Such remedy is in addition to, and not lieu of, other remedies available to District as provided by law or in equity.

#### **15.1.4 Assignment and Assumption of Subcontracts**

The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

#### **15.1.5 Costs of Completion**

In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

#### **15.1.6 Contractor Responsibility for Damages**

The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

#### **15.1.7 Conversion to Termination for Convenience**

In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

#### **15.1.8 District's Rights Cumulative**

In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

### **15.2 Termination for Convenience of the District**

The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work,

and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

## **ARTICLE 16: MISCELLANEOUS**

### **16.1 Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

### **16.2 Successors and Assigns**

Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

### **16.3 Cumulative Rights and Remedies; No Waiver**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

### **16.4 Severability**

In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

### **16.5 No Assignment by Contractor**

The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

### **16.6 Independent Contractor Status**

In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.

## **16.7 Notices**

Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

## **16.8 Disputes; Continuation of Work**

Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

## **16.9 Dispute Resolution; Claims Under \$375,000.00**

Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

## **16.10 Attorneys Fees**

Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

## **16.11 Marginal Headings; Interpretation**

The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

## **16.12 Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or

otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

### **16.13 Entire Agreement**

The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[End of Section]

## **SPECIAL CONDITIONS**

### **Section 00800**

#### **1.01 Contract Time**

**A. Substantial Completion of the Work.** The Work shall be commenced on the date stated in the Notice to Proceed issued by the District to the Contractor and shall be completed (Substantial Completion) **One Hundred-Twenty (120) calendar days** (Reference Article 7 of the General Conditions).

**B. Interim Milestones, Work Completion Dates, and Work Restrictions.**

1. There are no Interim Milestones on this project.
2. It is anticipated that the Notice to Proceed (NTP) will be issued on August 14, 2019. Based on that date, the completion date of the project is December 12, 2019.
3. The EATM Zoo is occupied seven days per week. There are shows for local school groups Monday through Friday. Weekends are open to the public, and special events. The Zoo has special rules regarding projects within the zoo and worker behavior. These rules are noted on the plans, and are not negotiable. They are in place for your safety, and the safety of the students, staff, and animals. Violations of the rules will, not be tolerated. Violators shall be removed from campus. The ability to return will be at the sole discretion of the Director of Facilities, Maintenance & Operations (DFMO).
4. Contractor shall begin product submittals as soon as possible following the Notice To Proceed. Submittals shall be via email, sequentially ordered, and copied to the DFMO. Email related to the project shall incorporate "Bid 585" in the subject line.
5. The entrance to the Zoo is secured. Contractors leaving the facility will need to use the intercom at the front gate to request access upon returning.
6. Loud, unusually noisy, dusty or fume producing work **MUST** be noted on the Work Plan. This is critical. Wild animals may not react in a positive manner to certain noises, frequencies, odors, etc. Some fumes are highly toxic to animals. It is paramount that all details of each operation be considered for the safety of all.
7. Final Completion of the Work, includes all Punch List items, is December 31, 2019.

Work on this project is completely on the interior of the Moorpark College Exotic Animal Training and Management (EATM) Zoo. This facility is very heavily scheduled, and access to some portions of the facility have strictly limited availability, which must be arranged through the ZOO Director. A Work Plan is required to be submitted to the DFMO for approval, prior to the start of any work. Adherence to the plan is essential, an a request to modify the plan must be made to the DFMO in writing, not less than 48 business hours prior to the requested change. Interruption of classes or scheduled events for the performance of the Work is not possible. Notwithstanding any provision of the Contract Documents to the

contrary, Contractor shall sequence and coordinate the work so that portions of the work are completed as required under paragraph 1.01, B. above.

## **1.02 Liquidated Damages**

- A. Delayed Substantial Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in item 1.01.A, above. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per calendar day until Substantial Completion of the Work is achieved.
- B. Delayed Completion of Interim Milestones.** N/A
- C. Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Final Completion of the Work in accordance with the Contract Documents. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per Calendar day until Final Completion of the Work is achieved
- D. Delayed Submittals.** N/A
- E. Cumulative Assessment of Liquidated Damages.** If the Contractor fails to timely delivery the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.
- F. Contractor Liquidated Damages.** – N/A

## **1.03 Insurance**

- A. Insurance Provided By Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:
  - 1. Workers Compensation Insurance**  
In accordance with limits established by law.
  - 2. Employers Liability Insurance** \$1,000,000
  - 3. Commercial General Liability Insurance**
    - Per Occurrence \$2,000,000
    - Aggregate \$5,000,000
  - 4. Automobile Liability Insurance** \$1,000,000



**5. Builders Risk Insurance**  
In an amount equal to 110% of the original Contract Price.

**6. Excess Products and Completed Operations** \$2,000,000

**B. Insurance Provided by Subcontractors.**

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

**1. Workers Compensation Insurance**  
In accordance with limits established by law.

**2. Employers Liability Insurance** \$1,000,000

**3. Commercial General Liability Insurance**  
Per Occurrence \$1,000,000  
Aggregate \$2,000,000

**4. Automobile Liability**  
Bodily Injury/Property Damage Per Occurrence \$1,000,000

**1.04 Drawings and Specifications.**

The number of printed sets of the Drawings and Specifications, which the District will provide to the awarded Contractor, pursuant to Article 2.1.2 of the General Conditions, is none (0). Contractors are provided an electronic set of reproducible specifications and plans.

**1.05 Number of Contract Documents.**

The number of executed copies of the Agreement is two (2); the number of Performance Bonds and Payment Bonds required is one (1).

**1.06 Security.**

In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

**A. Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

**1.07 Working Hours.**

Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall submit a Work Segment Plan for approval, and receive approval by the Director of Facilities, Maintenance and Operations (DFMO), prior to commencing the Work. Contractor shall sequence and coordinate the work so that portions of the work are

completed as required. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. The working hours for this Contract shall be 7:00 a.m. to 6:00 p.m. Monday through Saturday for exterior work. **If desired**, an alternate work plan may be submitted for approval by the DFMO prior to beginning the Work. Saturday/Sunday work requires written notification to the District's site representative. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 7.2.1)

**1.08 Temporary Electric Power.**

Provide temporary electric power as necessary for execution of work. The Contractor will arrange distribution service point for electric power with the College DFMO. Contractor shall provide meters, necessary wiring, switches, receptacles, etc., and make connections to distribution points. Contractor is to pay all costs for temporary electric power.

**1.09 Temporary Lighting.**

Provide lighting and outlets in temporary structures and wherever necessary for proper performance and inspection of work. If operations are performed during hours of darkness and whenever District deems natural lighting insufficient, provide adequate floodlights, clusters, and spot illumination, as required to facilitate reading of drawings and specifications. Make arrangements with subcontractors for electric services and lighting as necessary in performance of their work. Contractor is to pay for all temporary lighting. Contractor shall provide, at no additional cost to the District, adequate temporary lighting for all areas included in the scope of the Work, if the permanent lighting is inoperable for any reason. The Project Engineer shall determine the adequacy of the temporary lighting.

**1.10 Temporary Heat, Cooling and Ventilation.** Provide temporary heating, cooling, and/or ventilation needed to ensure temperate room temperatures during the course of the Work.

**1.11 Temporary Telephone and Fax Service.**

Provide maintain and pay for duration of work, for temporary telephone, email, and fax service including installation, maintenance and removal for construction needs. For the purposes of this Work, on-site communications may be cellular or wireless communications.

**1.12 Temporary Water Services.** The Contractor shall provide water as needed. College will provide connection point to a hose bib or quick disconnect.

**1.13 Temporary Gas. N/A**

**1.14 Temporary Sanitary Facilities.**

Provide and maintain temporary toilet facilities for duration of operations. Properly proportion number of fixtures for the number of workers employed all in accordance with CAL OSHA requirements. Provide water tight and floored structures. Maintain in a clean

and sanitary condition acceptable to District.

**1.15 Utility Costs for Subcontractors.**

Distribution of temporary utility services to subcontractors shall be Contractor's responsibility.

**1.16 Temporary Fire Protection and Safety Requirements.**

The Contractor shall take necessary precautions to guard against and eliminate fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and public and private property. The Contractor shall be responsible for providing, maintaining, and enforcing the following conditions and requirements during the entire construction period.

- 1) Fire Inspection: The Contractor's Superintendent shall inspect the entire project at least once each week to make certain that the conditions and requirements are being adhered to.
- 2) Hose: The number of outlets, supply of hose, and proper hose size to protect the construction area shall be determined by the local Fire Marshal and provided by the Contractor.
- 3) Fires: Employees shall not be allowed to start fires with gasoline or kerosene or other highly flammable materials. No open fires shall be allowed.
- 4) Flammable Building Materials: Only a reasonable working supply of flammable building material shall be located inside of, or on the roof of, any storage facility.
- 5) Combustible Waste Materials: Oil-soaked rags, papers, and other highly combustible materials must be stored in closed metal containers at all times, and shall be removed from the site at the close of each day's work and more often where necessary, and placed in metal containers with tight hinged lids.
- 6) Gasoline and other flammable or polluting liquids/materials shall not be poured into sewers, manholes, or traps, but shall be disposed of, together with flammable or waste material subject to spontaneous combustion, in a safe manner meeting all applicable laws and ordinances. Make appropriate arrangements for storing these materials outside of the building.
- 7) Provide and maintain fire extinguishers during construction, conveniently located for proper protection, one fire extinguisher for each 5,000 square feet of floor area or less, but not less than four extinguishers. Fire extinguishers shall be ten-pound ABC type. Extinguishers shall meet approval of Underwriter's Laboratory, and shall be inspected at regular

intervals and recharged as necessary.

**1.17 Self-Propelled Construction Equipment**

All self-propelled construction equipment, except light service trucks, panels, pickups, station wagons, crawler type cranes, power shovels and draglines, whether moving alone or in combination, shall be equipped with a reverse signal alarm (hub-cap type).

**1.18. Temporary Offices (Construction Trailers). N/A**

**1.19 Temporary Office (Contractor's Office).**

**1.19.1** Prior to starting work, provide and maintain for duration of operations, temporary facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work. Location of all temporary facilities shall be at the discretion of the DFMO or designee.

**1.20 Temporary Scaffolding, Stairs, and Hoists.**

Provide and maintain for duration of work, in accordance with CAL-OSHA and applicable laws and ordinances, all required temporary standing scaffolding, and temporary stairs, ladders, ramps, runways and hoists for use of all trades, unless otherwise specified in Contract Documents.

**1.21 Temporary Guards, Barricades, and Lights.**

**1.21.1** Provide construction canopies, barricades, fences, guards, railings, lights, and warning signs necessary and required by law and/or other portions of this contract, and take necessary precautions required to avoid injury or damage to any and all persons and property. (see 1.09)

**1.21.2** Provide and maintain protective fences and barricades as shown on drawings and as Contractor may deem necessary to protect construction yard, storage areas and work in place, subject to approval as to type and appearance. Hog wire fencing is not acceptable Remove all temporary fences and barricades upon project completion.

**1.22 Protection of Work and Facilities.**

**1.22.1** Protect all adjacent property, roads, streets, curbs, shrubbery, lawns, erosion control materials and planting during construction operations. All damaged material shall be replaced and/or repaired at the expense of the Contractor.

**1.22.2** Contractor shall protect all computer and other equipment in the work area from dust.

**1.22.3** Upon completion deliver the entire work to the District in proper, whole and unblemished condition. Work outside of the immediate construction site shall be restored to a whole and unblemished condition immediately upon completion of that portion of the work.

- 1) Parts of work in place that are subject to injury, because of operations being carried on adjacent thereto, shall be covered, boarded up, or substantially enclosed with adequate protection.
- 2) The Contractor shall be responsible for preventing the overloading of any part of the facilities beyond their safe calculated carrying capacity by the placing of materials and/or equipment, tools, machinery, or any other items thereon.
- 3) The District may provide such watchman services deemed necessary to protect the District's interest, but any protection so provided by the District shall not relieve the Contractor of the responsibility for the safety and condition of the work and material until the completion and acceptance thereof. The Contractor shall employ such watchman services as he may deem necessary to properly protect and safeguard the work and material.

### **1.23 Special Controls.**

**1.23.1** Use of Powder-Driven Fasteners: The use of powder set (cartridge type) anchors or lugs for attaching of any work is strictly prohibited on this project unless approved in writing by the District.

**1.23.2** Use of Explosives: Blasting will not be permitted unless approved in writing by the District.

**1.23.3** Dust Control: Throughout the entire Contract period, effectively dust-palliate the working area, roads, and storage areas constructed under this Contract and involved portions of the site, except during such periods that other contractors may be performing work of separate contracts in these areas. Such application shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust during all hours that work is being performed. At no time shall water be allowed to pond or puddle. Ponds and puddles shall be removed immediately and steps taken to remove or dry the mud resulting from the ponds or puddles.

### **1.24 Water Control.**

Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the District.

### **1.25. Project Identification. N/A**

Provide and maintain one sign only on the property at location as directed by the Director of Facilities, Maintenance & Operations (DFMO). Signboard shall contain information and be of size as detailed on the drawings. Small direction signs may be installed if specifically approved by the DFMO. Signs by subcontractors and material suppliers will not be permitted.

**1.26 Contractor Vehicles on Campus.**

Contractor's vehicles shall be restricted to access routes established by the DFMO. Parking of Contractor's employees' vehicles will be limited to areas as established by the DFMO, not necessarily adjacent to the site.

**1.27 Removal of Temporary Construction.**

Remove temporary office facilities, toilets, storage sheds, fences, and other construction of temporary nature from site as soon as progress of work permits. Recondition and restore portions of site occupied by same to a condition acceptable to DFMO.

**1.28 Use of Facilities.**

The Contractor and subcontractor shall not, during hours of construction or at times when they are on site to perform work under the contract, use any of the campus facilities, including but not limited to, the restrooms, phones and roadways and the like without prior permission of the campus DFMO.

**1.29 Damages.**

The Contractor shall be responsible to report and repair, at no additional cost to the District, any damage to College property caused by Contractor, Contractor's employees, Subcontractors, material suppliers, or any other persons or entities, which are onsite as a result of the Contract and work there under. Contractor shall notify the District Project Manager in writing within four (4) hours of the occurrence, and provide a description of the damage and the exact location. The Contractor shall immediately contact the DFMO, or assigned representative, and immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repairs shall be performed by the Contractor until such time as the District representative has inspected the work and provided the Contractor with written approval to cover the work.

**1.30 Waste Management.**

Contractor shall not use the campus dumpsters, or dispose of waste or any other items, on Campus.

**1.31 State and College Regulations**

The Contractor and his Subcontractors shall comply with all District, City, County and State regulations regarding noise, dust, smoke, fire and safety rules, and shall keep the site and surrounding areas clean and free of debris.

**1.32 Drawings and Plans.**

The terms "drawings" and "plans" are used interchangeable in the Contract Documents and have the same meaning.

**1.33 Approval for Commencement of Work.**

The Work shall be completed during the school year. The Library Learning Resources Building is normally heavily used by students and staff for study, instruction and tutoring. Interior corridors, classrooms, aisles may be heavily impacted. Students will be walking

near work areas, and it is your responsibility to maintain a safe work space perimeter, without limiting access to any facilities. Noise that will disrupt classes will not be permitted. The computer equipment and servers in the work area are a part of critical network operations. Should it become necessary to interrupt the electrical power to such equipment, the Contractor may not do so without written consent of the DFMO. The Contractor shall submit a Work Plan for approval by the DFMO that indicates the dates and times specific noisy operations will occur. The Contractor shall obtain approval from the DFMO, before commencing work in any existing occupied area, or before working on existing piping, wiring, or equipment. The Contractor shall indicate the particular area where work will be in progress and the length of time any existing system will be out of service. This work is to be scheduled in such a manner so as not to disrupt present operations, where possible. If the Contractor's activities require interruption of college operations, the Contractor shall obtain approval from the DFMO, after providing specific information regarding areas, dates, hours of the day, and number of hours any interruption is expected to take place. All interruption of services shall be approved by the DFMO, in writing, prior to such interruptions and at the sole discretion of the DFMO. The Contractor shall perform such work on weekends, after regular working hours, or in incremental blocks of time as directed by the DFMO, at no additional cost to the contract price. Work performed as herein described shall not be a basis for an extension to the contract time for completion of all work.

**1.34 Verify Existing Conditions.**

The Contractor shall verify, identify and locate all utilities (above and below grade, visible and concealed), and all conditions and dimensions of the Work as described in the Contract Documents, prior to starting construction. All Subcontractors shall verify at the Site all conditions and measurements related to their work.

**1.35 Scaling Dimensions from Drawings.**

In no case shall working dimensions be scaled from plans, sections, or details from the Working Drawings. If no dimension is shown, the Contractor shall request in writing that the District provide clarification and dimensions.

**1.36 Similar Conditions.**

The intent is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and as necessary for a complete installation. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specified as different. Any deviation must be approved in writing, by the District, prior to incorporation into the work.

**1.37 Handicap Access Regulations.**

The Contractor and all Subcontractors shall comply with Title 24, Disabled Access Regulations and ADA, Americans with Disabilities Act Regulations, whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, barrier-free paths of travel shall be maintained by the

Contractor, without adjustment to Contract Price or Contract Time.

**1.38 Items marked “N.I.C.” (Not in Contract).**

Items marked N.I.C. in the Drawings are not part of the Work. In most instances, they are included for coordination under this Contract of the Work with concurrent or future work outside this contract. However, the Contractor shall review all items marked N.I.C. and provide the District notice and deadline dates of when the items are needed onsite for coordination and incorporation into the project. Failure by the Contractor to give notice to the District and to provide such notice in sufficient time so as to allow District to select, order and receive the items shall not be the basis for delay claims, time extensions, or increased cost to the contract price.

**1.39 Coordination for all Trades.**

The Contractor shall be responsible for the proper location and size of openings for all trades, and shall coordinate all construction as indicated by the Contract Documents, including Shop Drawings reviewed by the District.

**1.40 Items Not Identified in Construction Documents.**

Any conditions or installations not identified in the Contract Documents and affecting the Work to be performed shall be brought to the attention of the District in order that cost and responsibility for any added work may be determined before work is undertaken. The Contractor’s notice to the District of such installations or conditions shall be in writing. Pending receipt of written direction from the District, the Contractor shall not disturb or perform construction operations in any area affected by such installations or conditions.

**1.41 Vehicular Access and Parking.**

Construction, which might affect existing College vehicular access and parking, shall be scheduled during non-school hours. The Contractor shall immediately vacate any area if Contractor’s operations or activities curtail vehicular access to the campus or to parking. Fire Department vehicular access to and around the construction area shall be maintained at all times by the Contractor clear of obstruction. Contractor shall provide keys to all gates to local Fire Department and District representatives for gate access.

**1.42 Right of Access.**

The District, or its representative(s), shall be able at all times to enter the construction site and observe the work. They shall have the right to reject defective materials and workmanship and to require appropriate corrections at the Contractor’s expense. The Contractor shall not be relieved of any responsibility under this contract to provide materials and equipment in accordance with the Contract Documents for failure by the District representatives to discover, or otherwise bring to the attention of the Contractor, any deficiencies with the work.

**1.43 Restoration of Existing Conditions.**

The Contractor shall restore all landscaping, paving, and grading to the original condition at all areas adjoining the construction sites. Prior to performing any work on the project, the Contractor shall, at his sole expense, locate and mark the locations of all components



of the irrigation systems which will, or may be, affected by or interfere with work under the contract. The Contractor shall meet with the DFMO to develop a plan and schedule to expose and rework the irrigation system as necessary to maintain continuous uninterrupted functioning of the irrigation system. In the event that irrigation lines, sprinklers, control wiring or the like are damaged, the Contractor shall notify the DFMO Office representative within one (1) hour, and within four (4) hours of the occurrence provide a written description of the damage and its exact location. The Contractor shall immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repair shall be performed by the Contractor until such time as the DFMO Office representative has inspected the work and provided the Contractor with written approval to cover the work.

**1.44 Municipal Laws and Regulations.**

The Contractor shall have full knowledge of, and at no additional cost to the contract comply with, all laws and regulations including, but not limited to, limitations on noise, hours of operation, hauling routes or limits on weight of equipment traveling on adjacent streets, and any other limitations which might affect the Contractor's work and operations.

**1.45. Weekend Hours.**

The contract time is expressed in calendar days. The Contractor may perform work, with prior notification as per Article 1.07 of the Special Conditions, on weekends or holidays, at his discretion. Should it be necessary for inspectors, District personnel, consultants, or Project Manager to visit the work site on weekends or holidays, additional cost, if any, shall be reimbursed to the District by the Contractor. The District, at its sole discretion, may direct certain portions of the work to be performed after hours, or on weekends or holidays, in order to minimize interruption to the academic operations of the College. The Contractor shall reflect in his Progress Schedule all work, which may impact academic operations, and at Contractor's sole expense, and as directed by the District, perform all work at times convenient to the District.

**1.46 Testing and Inspection Costs.**

**1.47.1** All costs for DSA required testing and inspection shall be paid by the District. However, the Contractor shall be responsible for all costs incurred for re-testing that may be required due to failed tests. Upon receipt from the Contractor of a Progress Schedule in accordance with the Contract Documents, the District shall provide a copy of the Progress Schedule to the Testing Laboratory and obtain from them a cost to perform all necessary inspections for the project based on the timeframes set forth in the Progress Schedule. The Contractor shall reimburse the District for quantities, which exceed the scheduled amounts of time.

**1.47.2** If the Contractor uses a fabricator or supplier subject to DSA inspection or documentation from beyond a 100 mile radius of the Project Site, costs above and beyond those for the same inspections and documentation were it to occur within a 100 mile radius of the Project Site, including, but not limited to, out of state tests and inspections, per diem, travel, or the like, will be paid by the District and the District shall be reimbursed by the Contractor upon submittal by the District to the

Contractor of the costs incurred.

**1.47 Needless Requests for Information.**

Any needless Request for Information (RFI) will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts. A needless RFI is any request for which an answer is in the plans or specifications, or Contract related correspondence, prior to the date of the RFI. Needless punch list visits will be billed in the same way.

**1.48 E-mail Address.**

All parties shall have an Email address and be responsible for all correspondence distributed via E-Mail. No Exceptions!

**1.49 Service Charges.**

Electrical, water, telephone, and other utility charges will be billed to the contract at the same rate paid by the Ventura County Community College District (VCCCD).

**1.50 Material Substitutions.**

Any and all material specification substitutions must be submitted to the District for approval no later than seven (7) days prior to the bid due date. Any substitutions submittal after that date will not be accepted or reviewed.

**1.51 Electronic Schedule Files.**

Pursuant to the requirements of the General Conditions under Article 7, the Contractor shall provide copies of project schedules submitted to the District on paper, including but not limited to, weekly, semi-monthly & monthly schedule updates, on compact discs, in the proper file format to function in the scheduling program provided by the Contractor to the District as required under Article 7 of the General Conditions.

**1.52 Changes to the Work for Contractor Convenience.**

Any changes to the Work resulting from a request by the Contractor to deviate from the approved Contract Documents or as a result of the Contractor not following the Contract Documents that requires additional architectural or engineering services, including but not limited to document submittal to the Division of State Architects (DSA), will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts.

**1.53 Mark-ups on Changes to the Work.**

In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Twenty Percent (20%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. However, in the event that Contractor self-performs the entirety of the Change, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual,

direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus Zero **(0%)** of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

**1.54 Allowances.**

The following allowances are in addition to the scope of the Work as defined in the Contract Documents and the Contractor shall add all Allowances to complete the work and shall include the total Allowances amount in the Bid Proposal Lump Sum Amount (Refer to Bid Proposal, Section 00210).

**List of Allowances**

<b>Item</b>	<b>Description</b>	<b>Amount (\$)</b>
1	No Allowance included in this project	<i><b>[ENTER</b></i>
		<i><b>AMOUNTS]</b></i>
<b>Total Allowances</b>		

The District may utilize the above allowances up to the total amount during the course of construction by issuing a Work Order(s) to the Contractor. A deductive Change Order will be issued at the completion of the Work to return the entire balance of the unused allowances to the District, without application of any mark-up.

Upon incorporation of the Work described in each Work Order, the Contractor will be paid out of the Allowance fund as a line Item included in the Contractors payment application.

**1.55 Inclement Weather Days.**

Pursuant to Article 7.4.1 of the General Conditions, the number of Working Rain Days (including inclement weather) for this Contract is Ten (10) days.

**1.56 District's Project Manager.**

The District's Project Manager at Moorpark College is:

**John Sinutko**, Moorpark College Director of Facilities, Maintenance & Operation,  
7075 Campus Rd., Moorpark, CA 93021, Phone: 805-378-1454.

*[End Of Section]*

# TECHNICAL SPECIFICATIONS

## Section 01000

### 1.01 GENERAL INFORMATION

**A. Job Walk**

All bidders are required to attend the job walk to be eligible to bid on this project.

**B. Discrepancies**

Where there are discrepancies between the General Conditions of the Ventura County Community College District and the Technical Specifications and Drawings, the General Conditions of the District shall take precedence.

**C. Alternative Materials**

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict bidders. The specifications establish the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases, be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number. Alternative goods and materials are subject to review and must be approved prior to the date listed on the bid specifications. The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the bid. Samples, if not destroyed by tests and if requested, will be returned at the bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

**D. Questions Concerning Technical Specifications**

Technical specifications continue on the following pages. All questions regarding this bid and or specifications should be directed to the Purchasing Department of the District. Questions should be addressed to [jonellmiller@vcccd.edu](mailto:jonellmiller@vcccd.edu). Questions must be submitted by e-mail no later than 5:00 p.m. on 07/11/19.

**E. Technical Specifications & Plan Drawings**

The technical specifications and the plan drawings continue on the following pages and are considered a part of this bid package.

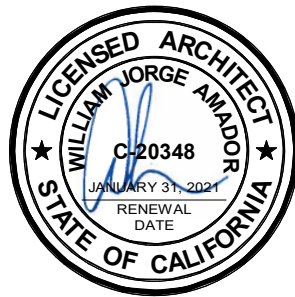
**TECHNICAL SPECIFICATIONS**

**FOR**

**MOORPARK COLLEGE EATM LION ENCLOSURE  
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
BID No. 585**

**FOR**

**MOORPARK COLLEGE  
7075 CAMPUS ROAD  
MOORPARK, CA 93021**



---

**William J Amador AIA, ARCHITECT  
AMADOR WHITTLE ARCHITECTS, INC**

**TECHNICAL SPECIFICATIONS  
FOR  
MOORPARK COLLEGE EATM LION ENCLOSURE**

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

00000	Title Page .....	01
00100	Table of Contents.....	02

**DIVISION 1 – GENERAL REQUIREMENTS**

01 1100	Summary of Work.....	04
01 2613	Request for Clarification.....	01
01 3113	Project Coordination.....	02
01 3300	Submittal Procedures.....	09
01 4523	Testing and Inspection.....	11
01 5000	Construction Facilities and Temporary Controls.....	11
01 7329	Cutting and Patching.....	07
01 7419	Construction and Demolition Waste Management.....	04

**DIVISION 2 - DEMOLITION**

02 4116	Demolition.....	04
---------	-----------------	----

**DIVISION 3 - CONCRETE**

03 1000	Concrete Forming and Accessories.....	05
03 2000	Concrete Reinforcing .....	05
03 3000	Cast-In-Place Concrete .....	18

**DIVISION 4 - MASONRY**

04 2200	Concrete Unit Masonry .....	10
---------	-----------------------------	----

**DIVISION 5 - METALS**

05 0513	Hot-Dip Galvanizing .....	06
05 1200	Structural Steel Framing.....	15
05 3000	Metal Decking .....	06
05 5000	Metal Fabrications.....	06
05 5910	Stainless Steel Hand-Woven Netting .....	06

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 9200      Joint Sealants.....06

DIVISION 9 - FINISHES

09 9000      Painting and Coating .....05

DIVISION 22 – PLUMBING

22 0500      Common Work Results for Plumbing.....05  
22 0510      Plumbing Piping .....09  
22 4000      Plumbing Fixtures and Equipment.....14

DIVISION 26 – ELECTRICAL

26 0000      General Provisions .....12  
26 0050      Basic Electrical Materials & Methods .....05  
26 0060      Minor Electrical Demolition for Remodeling .....03  
26 0111      Conduits.....04  
26 0120      Conductors.....04  
26 0130      Electrical Boxes.....04  
26 0140      Wiring Devices .....08  
26 0142      Nameplates and Warning Signs.....02  
26 0164      Branch Circuit Panel Boards .....02  
26 0170      Disconnects .....02  
26 0190      Support Devices.....02  
26 2450      Grounding.....06  
26 2510      Lighting Fixtures.....03

DIVISION 31 – EARTHWORK

31 1000      Site Clearing.....02  
31 2200      Grading .....04  
31 2313      Excavation and Fill .....08  
31 2326      Base Course .....02

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 3113      Chain Link Fences and Gates .....09

END OF TABLE OF CONTENTS

## SECTION 01 1100

## SUMMARY OF WORK

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. The furnishing of all labor, materials, equipment, services, and incidentals necessary for Work of the EATM Lion Enclosure Project at Moorpark College located at 7075 Campus Road, Moorpark, California 93021, as set forth in the Construction Documents which include, but are not limited to, the Drawings, Addenda and Specifications.

## 1.02 RELATED REQUIREMENTS:

- 1. Section 01 3113: Project Coordination.

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

## 3.01 USE OF PREMISES

- A. CONTRACTOR shall coordinate Work of all trades, Subcontractors, utility service providers, with OWNER and/or Separate Work Contract. CONTRACTOR shall sequence, coordinate, and perform the Work to impose minimum hardship on the operation and use of the existing facilities and/or Project site. CONTRACTOR shall install all necessary protection for existing improvements, Project site, property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the Work.
- B. CONTRACTOR shall confine entrance and exiting to the Project site and/or facilities to routes designated by the OWNER.
- C. Within existing facilities, OWNER will remove portable equipment, furniture, and supplies from Work areas prior to the start of Work. CONTRACTOR shall cover and protect remaining items in areas of the Work.
- D. CONTRACTOR is advised school may be in session during performance of the Work. CONTRACTOR shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the OWNER, CONTRACTOR shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. CONTRACTOR shall install and maintain air compressors, tractors, cranes, hoists, vehicles, and other internal



combustion engine equipment with mufflers, including unloading cycle of compressors. CONTRACTOR shall discontinue operation of equipment producing objectionable noise as required by the OWNER.

- E. CONTRACTOR shall furnish, install, and maintain adequate supports, shoring, and bracing to preserve structural integrity and prevent collapse of existing improvements and/or Work modified and/or altered as part of the Work.
- F. CONTRACTOR shall secure building entrances, exits, and Work areas with locking devices as required by the OWNER.
- G. CONTRACTOR assumes custody and control of OWNER property, both fixed and portable, remaining in existing facilities vacated during the Work.
- H. CONTRACTOR shall cover and protect surfaces of rooms and spaces in existing facilities turned over for the Work, including OWNER property remaining within as required to prevent soiling or damage from dust, dirt, water, and/or fumes. CONTRACTOR shall protect areas adjacent to the Work in a similar manner. Prior to OWNER occupancy, CONTRACTOR shall clean all surfaces including OWNER property.
- I. CONTRACTOR shall not use or allow anyone other than OWNER employees to use facility telephones and/or other equipment, except in an emergency. CONTRACTOR shall reimburse OWNER for telephone toll charges originating from the facility except those arising from emergencies or use by OWNER employees.
- J. CONTRACTOR shall protect all surfaces, coverings, materials, and finished Work from damage. Mobile equipment shall be provided with pneumatic tires.
- K. CONTRACTOR is advised OWNER may award Separate Work Contracts at this Project site.
- L. CONTRACTOR shall not permit the use of portable and/or fixed radio's or other types of sound producing devices including walkmans and similar devices.
- M. Refer to the attached "America's Teaching Zoo – Guidelines for Working In and Around America's Teaching Zoo.

END OF SECTION



America's Teaching Zoo  
Moorpark College  
7075 Campus Drive  
Moorpark, CA 93021  
Phone #: (805) 378-1441  
Fax #: (805) 378-1569

Date: 6/20/19  
To: Contractors and construction workers  
From: Michlyn Hines, Zoo Operations Supervisor  
Subject: Guidelines for working in and around America's Teaching Zoo.

Due to the unique nature of this working environment it is important to make you aware of guidelines that must be adhered to while working on Zoo grounds and around the perimeter of America's Teaching Zoo.

We will do our best to work with you to accommodate your needs, but please understand that this environment will present challenges that you most likely have not encountered on any other construction site. Excellent communication between the construction crew and ATZ staff is the key to our ability to help you keep the project on track. The sooner we know about an accommodation you will need, the better we will be able to respond.

The contractor for this project is responsible for insuring that the sub contractors and their employees are aware of, and adhere to, the following guidelines;

**1) The zoo is open during the following times:**

**Weekday**

7:00 am to 5 pm (May 21-Aug. 16, 2019)

6:30 am to 5 pm (Aug. 19 - Dec. 18 2019)

**Weekends**

8 am to 5 pm (11:00-5:00 open to public)

If construction workers need to be in the Zoo, or working outside the Zoo in close proximity to the Zoo perimeter fence during times other than those listed above, arrangements must be made with Zoo staff at least 48 hours in advance.

**2) Weekdays Animal Shows/Tours**

Wildlife Theater just inside the zoo from 10:00-11:30, and large school groups of children touring the zoo between 9:30-12:30. Dates of scheduled shows will be provided every few weeks to help you minimize disruption to the shows.

**3) If working on zoo grounds** someone from the construction crew must use the intercom at the zoo vehicle gate (instructions are on the intercom), or intercom next to the front gate/public

entrance to notify zoo staff that you are here so we can open the gate for you. Each day when work has ended you will need to notify staff so that we can open the gate for you.

**4) Speed limit for driving in the Zoo is 5 mph.** It is imperative that all construction vehicles adhere to the speed limit at all times for the safety of everyone. In addition, it is important to stop and check around blind corners before proceeding.

**5) Should a meeting occur between a construction worker and student with an animal,** the student with the animal has the right of way. If a student working with an animal tells you to do something, do it immediately and without question. Otherwise you may compromise the safety of the student, animal, yourself, or anyone else around. Usually, you will only be delayed a few minutes at most.

**6) No interaction with the animals unless approved by Zoo staff.**

**7) No smoking on Zoo grounds.**

**8) No food allowed past the picnic area at the front of the zoo.** It is imperative that all food wrappings and trash be disposed of properly in a trash receptacle. This is to eliminate the possibility of trash blowing into an animal enclosure. Animals will eat these items, which can result in serious medical complications resulting in expensive medical treatment.

**9) Coordination between a Zoo staff member and Project engineer** is necessary for construction worker entry into any animal area outside the public access area. Public access is limited to the Zoo's asphalt road on the campus side. The road along the back of the zoo on Collins Rd. side is outside the public access area.

**10) The Zoo's perimeter fence must be intact and secure at the end of every day.** USDA regulations require that the bottom of the fence is no more than 3 inches above the ground and that there are no gaps or holes in the fence larger than 3 inches.

**11) Parking spaces on the NE (Collins side) are available for Construction workers** if parking outside the zoo.

*We appreciate your help in keeping our students, animals and staff safe while this construction project is in progress and will do our best to make accommodations needed to help you keep to the timeline for project.*



Ventura County Community College District

**Moorpark College - Facilities, Maintenance & Operations**

## REQUEST FOR CLARIFICATION (RFC)

School Name: Moorpark College

RFC Number: \_\_\_\_\_

Project Name: EATM Lion Enclosure

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

Project Description: Construction of Lion Habitat

Project No.: 19-MPC-030

Issued To: (AOR) Amador-Whittle Architects  
(Architect)

Contract No.: Bid # 585

\_\_\_\_\_  
Drawing Number Detail

\_\_\_\_\_  
Specification Section

\_\_\_\_\_  
Sub-Contractor RFC No.

### Request:

Request Issued by:

\_\_\_\_\_  
*Contractor's Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### Response:

Response Issued by:

\_\_\_\_\_  
*Architect's Signature*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Date*

**This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.**

cc:

SECTION 01 4523  
TESTING AND INSPECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Testing and inspection services to meet requirements of the California Building Code (CBC) and the Division of the State Architect (DSA).
- B. Related Requirements:
  - 1. Section 03 2000 – Concrete Reinforcing.
  - 2. Section 03 3000 – Cast-in-Place Concrete.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
  - 1. ACI 318 – Building Code Requirements for Structural Concrete and Commentary.
- B. American Institute of Steel Construction (AISC):
  - 1. AISC 360 – Specification for Structural Steel Buildings.
  - 2. AISC 341 – Seismic Provisions for Structural Steel Buildings.
- C. ASTM International (ASTM):
  - 1. ASTM A108 – Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
  - 2. ASTM A370 – Standard Test Methods and Definitions for Mechanical Testing of Steel Products.
  - 3. ASTM A706 – Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
  - 4. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 5. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.

6. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
7. ASTM C1140 - Standard Practice for Preparing and Testing Specimens from Shotcrete Test Panels.
8. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
9. ASTM C1604 - Standard Test Method for Obtaining and Testing Drilled Cores of Shotcrete.
10. ASTM E164 - Standard Practice for Contact Ultrasonic Testing of Weldments.
11. ASTM E488 - Standard Test Methods for Strength of Anchors in Concrete Elements.
12. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing.
13. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members.
14. ASTM E1444 - Standard Practice for Magnetic Particle Testing.
15. ASTM F606 - Standard Test Methods for Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets.

D. Association of the Wall and Ceiling Industry (AWCI):

1. AWCI Technical Manual 12-B - Standard Practice for the Testing and Inspection of Field Applied Thin Film Intumescent Fire-Resistive Materials; an Annotated Guide.

E. American Welding Society (AWS):

1. AWS D1.1 – Structural Welding Code.
2. AWS D1.4 – Structural Welding Code – Reinforcing Steel.
3. AWS D1.8 – Structural Welding Code – Seismic Supplement.

- F. Division of the State Architect (DSA) Interpretation Regulations (IR):
1. DSA IR 17-2 – Nondestructive Testing (N.D.T.) of Welds.
  2. DSA IR 17-3 – Structural Welding Inspection.
  3. DSA IR 17-8 – Sampling and Testing of High Strength Bolts, Nuts and Washers.
  4. DSA IR 17-9 – High Strength Bolting Inspection.
  5. DSA IR 17-10 – Sampling, Testing and Tagging of Reinforcing Bars.
  6. DSA IR 17-11 – Identification, Sampling and Testing of Threaded Steel Anchor Bolts and Anchor Rods.
  7. DSA IR 22-3 – Open Web Steel Joists and Joist Girders.

#### 1.03 REGULATORY REQUIREMENTS

- A. Laboratories performing testing shall have DSA's Laboratory Evaluation and Acceptance Program approval prior to providing material testing or special inspection services.
- B. Tests of materials and inspections shall be in accordance to Section 4-213 through 4-219 of the California Building Standards Commission's, California Administrative Code.
- C. Required material testing, inspections and special inspections are indicated on the DSA approved DSA-103, Listing of Structural Tests & Special Inspections (T&I List). OWNER will provide CONTRACTOR copy of DSA-103.

#### 1.04 TESTS

- A. OWNER will contract with a DSA approved testing laboratory to perform the testing indicated on the Contract Documents, including the Tests and Special Inspections (T&I) list.
- B. Selection of material to be tested shall be by the Testing Laboratory and not by CONTRACTOR.
- C. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to the receipt of notice from Project Inspector such testing and inspection is not required, shall not be incorporated into the Work.

- D. OWNER will select, and directly reimburse, the Testing Laboratory for costs of all DSA required tests and inspections; however, the Testing Laboratory may be reimbursed by CONTRACTOR for such costs as specified or noted in related sections of the Contract Documents.
- E. The Testing Laboratory is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
- F. The Testing Laboratory shall not perform any duties of CONTRACTOR.
- G. CONTRACTOR shall provide an insulated curing box with the capacity for twenty concrete cylinders and will relocate said box and cylinders as rapidly as required in order to provide for progress of the Work.

#### 1.05 TEST REPORTS

- A. Test reports shall include all tests performed, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations, when and as required, shall also be reported. Reports shall indicate the material (or materials) was sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2, as indicated on the Contract Documents. Test reports shall indicate specified design strength and specifically state whether or not the material (or materials) tested comply with the specified requirements.

#### 1.06 VERIFICATION OF TEST REPORTS

- A. Each Testing Laboratory shall submit to the Division of the State Architect, in duplicate, a verified report covering all tests required to be performed by that agency during the progress of the Work. Such report, covering all required tests, shall be furnished prior to Substantial Completion and/or, when construction on the Work is suspended, covering all tests up to the time of Work suspension.

#### 1.07 INSPECTION BY OWNER

- A. OWNER, and its representatives, shall have access, for purposes of inspection, at all times to all parts of the Work and to all shops wherein the Work is in preparation. CONTRACTOR shall, at all times, maintain proper facilities and provide safe access for such inspection.
- B. OWNER shall have the right to reject materials and/or workmanship deemed defective Work and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from



the premises and legally disposed of without charge to OWNER. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, OWNER may correct such defective Work and proceed in accordance with related Articles of the Contract Documents.

- C. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements.

#### 1.08 PROJECT INSPECTOR

- A. A Project Inspector will be employed by OWNER in accordance with requirements of Title 24 of the California Code of Regulations with their duties specifically defined therein. Additional DSA Special Inspectors may be employed and assigned to the Work by OWNER in accordance with the requirements of the CBC and DSA.
- B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all terms and conditions of the Contract Documents.
- C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking, and similar activities of the Work.

#### 1.09 STRUCTURAL TESTS AND SPECIAL INSPECTIONS

- A. Soils:
  - 1. General: Periodic inspection by Geotechnical Engineer for verification of the following construction activities in conformance to CBC Table 1705A.6:
    - a. Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
    - b. Foundation excavations are extended to proper depth and have reached proper material.
    - c. Materials below footings are adequate to achieve the design bearing capacity.
  - 2. Compacted Fills: Testing and inspections shall be in conformance to Table 1705A.6:

- a. Geotechnical Engineer will continuously verify the use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.
- b. Testing Laboratory under the supervision of the Geotechnical Engineer will:
  - 1) Perform qualification testing of fill materials.
  - 2) Test the compaction of fill.

B. Concrete:

- 1. Cast in Place Concrete: Inspection and testing in conformance to CBC Table 1705A.3:
  - a. Inspection of reinforcement, including prestressing tendons and verification of placement, per ACI 318, sections 25.2, 25.2, 25.5.1 through 26.5.3.
  - b. Reinforcing bar welding: Inspect per AWS D1.4, ACI 318 26.5.4.
    - 1) Verification of weldability of reinforcing bars other than ASTM A706.
    - 2) Inspect single-pass fillet welds, maximum 5/16".
    - 3) Inspect all other welds.
  - c. Inspect anchors cast in concrete per ACI 318, section 17.8.2.
  - d. Inspect anchors post-installed in hardened concrete members:
    - 1) Continuous inspection of adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads, per ACI 318, section 17.8.2.4.
    - 2) Mechanical anchors and adhesive anchors, not defined in previous paragraph, per ACI 318, section 17.8.2.
  - e. Design Mix:
    - 1) Verify use of required mix, per ACI 318, chapter 19 and sections 26.4.3 and 26.4.4.
    - 2) Batch Plant Inspection: The quality and quantity of materials used in transit-mixed concrete and in batched

aggregates shall be continuously inspected as required by CBC section 1705A.3.2. If approved by DSA, batch plant inspection may be reduced to periodic if plant complies with CBC section 1705A.3.3.1, item 1, and requires first batch inspection, weightmaster, and batch tickets.

- f. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete, per ASTM C172, ASTM C31, ACI 318, sections 26.4.5 and 26.12.
- g. Verify maintenance of specified curing temperature and techniques per ACI 318 sections 26.4.7 through 26.4.9 and CBC section 1908.9.
- h. Sampling and testing of reinforcing steel per ASTM A370, DSA IR 17-10 and CBC section 1910A.2. CONTRACTOR shall submit mill certificate indicating compliance with requirements for reinforcement, anchors, ties, and metal accessories.

2. Post-installed Anchors:

- a. Special Inspector will inspect installation of post-installed anchors in hardened concrete members as required by CBC table 1705A.3, item 4.
  - 1) Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads, per ACI 318, section 17.8.2.4.
  - 2) Mechanical anchors and adhesive anchors not defined above, per ACI 318, section 17.8.2.
- b. Testing Laboratory will test post-installed anchors in conformance to CBC section 1905A and ASTM E488.

C. Structural Masonry:

1. Material Verification and Testing:

- a. Sampling and testing of reinforcing steel per ASTM A370, DSA IR 17-10 and CBC section 1910A.2. CONTRACTOR shall submit mill certificate indicating compliance with requirements for reinforcement, anchors, ties, and metal accessories.

- b. Submit manufacturer's certificate of compliance for masonry units, mortar and grout materials. Test masonry units, mortar and grout (unit strength method).
- c. Testing Laboratory will test masonry prisms in conformance with ASTM C1314.
- d. Special Inspector will verify proportions of site-prepared, premixed or preblended mortar and grout, per ASTM C780.
- e. Testing Laboratory will test core-drilled samples in conformance with CBC 2114.6.2.

2. Inspection:

- a. Special Inspector will continuously inspect preparation of prisms per ASTM C1314.
- b. Special inspector will verify size, location and condition of dowels and construction supporting masonry.
- c. Special inspector will verify size specified size, grade and type of reinforcement.
- d. Special inspector will verify weldability of reinforcing bars other than ASTM A706. Special inspector to inspect reinforcing bar welding: Inspection to be in conformance with AWS D1.4, ACI 318 26.5.4.
- e. Special inspector will inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.
- f. Special inspector will verify protection of masonry during cold weather temperature (temperature below 40° F) or hot weather (temperature above 90° F).
- g. Special inspector will inspect type, size and location of anchors and all other items to be embedded in masonry, including other details of anchorage of masonry to structural members, frames and other construction.
- h. Special inspector will inspect grout space prior to grouting and placement of grout.

3. Post-installed Anchors in Masonry:

- a. Special inspector will inspect anchors cast in concrete per ACI 318, section 17.8.2.
- b. Special inspector will inspect anchors post-installed in hardened concrete members:
  - 1) Continuous inspection of adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads, per ACI 318, section 17.8.2.4.
  - 2) Mechanical anchors and adhesive anchors, not defined in previous paragraph, per ACI 318, section 17.8.2.
- c. Testing Laboratory will test post-installed anchors in conformance to CBC section 1905A and ASTM E488.

D. Structural Steel:

- 1. Special inspector will verify that all materials are properly marked in conformance with AISC 360, Section 3.3 and applicable ASTM standards.
  - a. Mill certificates indicating material properties that comply with requirements.
  - b. Materials, sizes, types and grades complying with requirements.
- 2. Testing Laboratory will test unidentified materials in conformance with ASTM A370.
- 3. Special inspector will examine seam welds of HSS shapes in conformance with DSA IR-17-3.
- 4. Special inspections and non-destructive testing of structural steel elements shall be in conformance to CBC section 1705A.2.1.

E. High Strength Bolts:

- 1. Special inspector will verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the Contract Documents, per DSA IR 17-9.
- 2. Testing Laboratory will test high-strength bolts, nuts and washers in conformance with ASTM F606, ASTM A370 and DSA IR 17-8.

3. Special inspector will inspect bearing-type (“snug tight”) bolt connections in conformance with AISC 360, section M2.5 and DSA IR 17-9.
4. Special inspector will inspect slip-critical bolt connections in conformance with AISC 360, section M2.5.

F. Welding:

1. Verification of Materials, Equipment and Welders:
  - a. Special inspector will verify weld filler material identification markings per AWS designation listed on the Contract Documents and the WPS.
  - b. Special inspector will verify material manufacturer’s certificate of compliance.
  - c. Special inspector will verify WPS, welder qualifications and equipment in conformance to DSA IR 17-3.
2. Shop Welding: Special inspector will inspect the following, per CBC 1705A.2.1, AISC 360 (and AISC 341, as applicable) and DSA IR 17-3:
  - a. Groove, multi-pass fillet welds larger than 5/16”, plug and slot welds.
  - b. Single-pass fillet welds equal or less than 5/16”.
  - c. Inspect welding of stairs and railing systems.
  - d. Verification of reinforcing steel weldability.
  - e. Welding of reinforcing steel, per AWS D1.4.
3. Field Welding: Special inspector will inspect the following, per CBC 1705A.2.1, AISC 360 (and AISC 341, as applicable) and DSA IR 17-3:
  - a. Groove, multi-pass fillet welds larger than 5/16”, plug and slot welds.
  - b. Single-pass fillet welds equal or less than 5/16”.
  - c. End welded studs (ASTM A108) installation, including bend test.
  - d. Floor and roof deck welds.
  - e. Welding of structural cold-formed steel.

- f. Welding of stairs and railing systems.
    - g. Verification of reinforcing steel weldability.
    - h. Inspect welding of reinforcing steel.
  - 4. Non-Destructive Testing: Testing Laboratory will test perform ultrasonic and magnetic particle testing in conformance to AISC 360 section N5.5, AISC 341 appendix Q5.2, AWS D1.1, AWS D1.8, ASTM E543, ASTM E1444, ASTM E164 and DSA IR 17-2.
- G. Anchor Bolts, Anchor Rods and Other Steel:
- 1. Testing Laboratory will sample and test not readily identifiable anchor bolts and anchor rods in accordance with DSA IR 17-11.
  - 2. Testing Laboratory will sample and test not readily identifiable threaded rod not used for foundation anchorage per procedures noted in DSA IR 17-11.

END OF SECTION

SECTION 01 2613  
REQUEST FOR CLARIFICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedure for requesting clarification of the intent of the Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Section 01 1100: Summary of Work.
- B. Section 01 3113: Project Coordination.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 PROCEDURE

- A. CONTRACTOR shall prepare a Request for Clarification on the form provided at the end of this section. CONTRACTOR shall transmit the Request for Clarification to ARCHITECT with a concurrent copy to the OWNER.
- B. ARCHITECT response is a clarification of the intent of the Contract Documents and does not authorize changes in the Contract Amount, Milestones and/or Contract Time.
- C. A Request for Clarification may be returned with a stamp or notation "Not Reviewed," if:
  - 1. The requested clarification is ambiguous or unclear.
  - 2. CONTRACTOR has not reviewed the Request for Clarification prior to submittal.
- D. Allow a minimum of five days for review and response time, after receipt by ARCHITECT and OWNER. CONTRACTOR shall verify and is responsible in verifying ARCHITECT and OWNER receipt of a Request for Clarification.
- E. Changes or alterations to the approved drawings or specifications shall be made by means of addenda or change orders as per section 4-338 of the California Building Standards Commission's, California Administrative Code.

END OF SECTION



SECTION 01 3113

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements necessary for coordinating Work operations including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.

1.02. RELATED REQUIREMENTS

- A. Section 01 4523: Testing and Inspection.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 COORDINATION

- A. CONTRACTOR shall coordinate operations included in various sections of Contract Documents to assure efficient and orderly installation of each part of Work. Coordinate Work operations included under related sections of Contract Documents that depend on each other for proper installation, connection, and operation of Work, including but not limited to:
  - 1. Schedule construction operations in sequence required where installation of one part of Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Provide provisions to accommodate items scheduled for later installation.
  - 4. Prepare and administer provisions for coordination drawings.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required in notices, reports, attendance at meetings, and:
  - 1. Prepare similar memoranda for OWNER and Separate Work Contract where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of Work. Such administrative activities include, but are not limited to, following:
  - 1. Preparation of schedules.
  - 2. Installation, relocation, and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.
- D. Conservation: Coordinate Work operations to assure operations are carried out with consideration given to conservation of energy, water, materials, and:
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into Work.

END OF SECTION

SECTION 01 3300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work, including but not limited to; Shop Drawings, Product Data, Samples, material lists, and quality control items.
- B. Throughout the Contract Documents, the minimum acceptable quality of materials, fabrication, and execution have been defined by the name and catalog number of a manufacturer and by reference of recognized industry standards.
- C. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for submittal of design data and for its review by ARCHITECT, OWNER and others.

1.02 RELATED REQUIREMENTS

- A. Section 01 3113: Project Coordination
- B. Section 01 4523: Testing and Inspection.
- C. Section 01 7329: Cutting and Patching.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 PROCEDURES

- A. CONTRACTOR is required to review and approve every submittal and shop drawing prior to transmittal and delivery to ARCHITECT. Should CONTRACTOR determine a submittal contains errors, or does not meet the requirements of the contract, CONTRACTOR shall immediately return the submittals and shop drawings to the producer and expedite the corrections prior to transmitting the submittal to ARCHITECT. Submittals shall not be used by CONTRACTOR to request clarifications or submit questions. CONTRACTOR will affix stamp to each submittal certifying CONTRACTOR has performed, at minimum, the following:

1. Verified the submittal is complete in all respects and follows the requirements of the Contract Documents without variance.
  2. Confirmed that no substitutions have been included. If substitutions are included, CONTRACTOR shall eliminate them from the submittal and process them in accordance with the Contract Documents.
  3. Identified any variances from the requirements of the Contract Documents and confirmed that the identified variance meets, but does not exceed the allowable limitations or tolerances as defined in these specifications.
  4. Verified that all submitted materials, dimensions and tolerances are compatible with existing or planned conditions of the Work in order to erect, fabricate, or install the submitted assembly in conformance with the requirements of the Contract Documents.
  5. Coordinated and verified that the dimensions match CONTRACTOR measured field or installation conditions.
  6. Coordinated and verified that the products of separate manufacturers required within any field produced assembly are compatible in all respects for such assembly.
  7. Packaged together all related submittals or shop drawings where such is necessary for a comprehensive ARCHITECT review.
- B. CONTRACTOR shall package each submittal appropriately for transmittal and handling. Transmittal format shall be as required by OWNER. CONTRACTOR shall transmit and deliver six sets of each submittal or re-submittal to ARCHITECT, two of which shall be returned to CONTRACTOR. Some specifications may require additional copies be provided. CONTRACTOR shall provide the OWNER additional copies as specified or as requested by OAR. ARCHITECT will not accept submittals received from sources other than from CONTRACTOR.
- C. After ARCHITECT'S review, ARCHITECT will transmit submittals to OAR and OAR shall further distribute to CONTRACTOR, INSPECTOR and others as required. Work shall not commence, unless otherwise approved by OAR, until approved submittals are transmitted to CONTRACTOR.

- D. CONTRACTOR shall clearly identify any deviations from the Contract Documents on each submittal. Any deviation not so noted even though stamped reviewed is not acceptable.
- E. CONTRACTOR shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities requiring sequential activity.
- F. Timing of Submittals:
  - 1. In accordance with General Conditions, CONTRACTOR shall submit to ARCHITECT, with copy of transmittal to the OWNER, those Shop Drawings, Product Data, diagrams, materials lists, Samples and other submittals required by the Contract Documents.
  - 2. The scheduling of submittals shall be sequenced to support the progress of the Work, and shall be:
    - a. Submitted sufficiently in advance of construction, fabrication or installation in order to allow time for transmittal, review, modification, correction, (and resubmission and re-review when required.)
    - b. Phased with adequate time between submittals in order to allow for proper review by the ARCHITECT without negative impact to the Milestones Schedule.
  - 3. CONTRACTOR shall coordinate submittal of related items and ARCHITECT reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received by ARCHITECT.
  - 4. CONTRACTOR shall revise, update and submit submittal schedule to ARCHITECT and OWNER on the first of each month, or as required by OAR.
  - 5. CONTRACTOR shall allow in the Construction Schedule, at least sixteen days for ARCHITECT review following ARCHITECT receipt of submittal. For mechanical, plumbing, electrical, low voltage, fire sprinklers, door and hardware, and other submittals requiring joint review with OWNER, CONTRACTOR shall allow a minimum of eighteen days following ARCHITECT receipt of submittal.
  - 6. No adjustments to the Contract Time or Milestones will be authorized because of a failure to transmit submittals to ARCHITECT sufficiently in advance of the Work to permit review and processing or where

CONTRACTOR fails to provide ARCHITECT submittals on related items.

7. In case of product substitution, Shop Drawing preparation shall not commence until such time as OWNER accepts or rejects the proposed substitution in accordance with the procedures described in the General Conditions.
- G. If required, resubmit submittals in a timely manner. Resubmit as specified for initial submittal but identify as such. Review times for re-submitted items shall be as per the time frames for initial submittal review.
  - H. Shop Drawing preparation shall not commence until such time as CONTRACTOR receives Product Data acceptance.
  - I. ARCHITECT will stamp each submittal with a uniform, action stamp. ARCHITECT will mark the stamp appropriately to indicate the action taken, as follows:
    1. Final Unrestricted Release: When ARCHITECT marks a submittal "Reviewed" or "Approved" the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
    2. Final-But-Restricted Release: When ARCHITECT, or authorized agent, marks a submittal "Reviewed as Noted" or "Furnish as Corrected", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
    3. Returned for Re-submittal: When ARCHITECT, or authorized agent, marks a submittal "Rejected" or "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat as necessary to obtain different action mark. In case of multiple submittals covering same items of Work, CONTRACTOR is responsible for any time delays, schedule disruptions, out of sequence Work, or additional costs due to multiple submissions of the same submittal item. Do not use, or allow others to use, submittals marked "Rejected" or "Revise and Resubmit" at the Project site or elsewhere where Work is in progress.
    4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, ARCHITECT, or authorized agent, will return the submittal marked "Action Not Required".

### 3.02 SHOP DRAWINGS

- A. Shop Drawings are original drawings prepared by CONTRACTOR, Sub-contractor, supplier, or distributor illustrating some portion of Work by showing fabrication, layout, setting, or erection and shall not be based on reproduced Contract Documents or copied standard information.
- B. Produce Shop Drawings to an accurate scale that is large enough to indicate all pertinent features and methods. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- C. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- D. Provide a space of approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record CONTRACTOR and ARCHITECT review, and the action taken. Include the following information on the label for processing and recording action taken:
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of ARCHITECT.
  - 4. Name and address of CONTRACTOR.
  - 5. Name and address of Subcontractor.

6. Name and address of supplier.
  7. Name and address of manufacturer.
  8. Name and title of appropriate Specification section.
  9. Drawing number and detail references, as appropriate.
- E. Unless otherwise agreed to or indicated in individual Specification sections, submit a sufficient number of sets to allow for adequate distribution to CONTRACTOR, Sub-Contractor, supplier, manufacturer and fabricators plus four (4) sets (two sets to be retained by ARCHITECT, one set to the INSPECTOR and one set to OWNER). Electronic submittals are preferred except for material samples.

### 3.03 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of Work or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, wiring diagrams, schedules, illustrations, or performance curves.
1. Mark each copy to show or delineate pertinent materials, products, models, applicable choices, or options. Where Product Data includes information on several products that are not required, clearly mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
    - g. Notation of dimensions and required clearances.



- h. Indicate performance characteristics and capacities.
    - i. Indicate wiring diagrams and controls.
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by CONTRACTOR.
- C. Required Copies and Distribution: Same as denoted in Article 3.02.E.

### 3.04 SAMPLES

#### A. Procedure:

- 1. Submit Samples of sufficient size, quantity, cured and finished and physically identical to the proposed product or material. Samples include partial or full sections or range of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches denoting color, texture, and/or pattern.
  - a. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:
    - 1) Specification section number and reference.
    - 2) Generic description of the Sample.
    - 3) Sampling source.
    - 4) Product name or name of manufacturer.
    - 5) Compliance with recognized standards.
    - 6) Availability and delivery time.
- 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variations in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show the approximate limits of the variations.

- b. Refer to other Specification sections for requirements for Samples that illustrate materials, fabrication techniques, assembly details, connections, operation, and similar construction characteristics.
  - c. Refer to other sections for Samples to be returned to CONTRACTOR for incorporation into the Work. Such Samples must be undamaged at time of installation. On the transmittal indicate special requests regarding disposition of Sample submittals.
  - d. Samples not incorporated into the Work, or otherwise not designated as Owner property, remain the property of CONTRACTOR and shall be removed from the Project site prior to Substantial Completion.
- 3. Color and Pattern: Whenever a choice of color or pattern is available in a specified product, submit accurate color chips and pattern charts to OWNER for review and selection.
- 4. Number Required: Submit six, minimum, of each. Two will be returned to CONTRACTOR.
- B. When specified, erect field Samples and mock-ups at the Project site to illustrate products, materials, fabrications, or execution and to establish standards by which completed Work shall be judged.
- C. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of the Work. Sample sets may be used to obtain final acceptance of the Work associated with each set.

### 3.05 QUALITY CONTROL SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's field reports, and other quality control submittals as required under other sections of the Contract Documents.
- B. When other sections of the Contract Documents require manufacturer's certification of a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
- C. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the represented company.
- D. Requirements for submittal of inspection and test reports are specified in other sections of the Contract Documents.

END OF SECTION

## SECTION 01 5000

## CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Temporary utilities, construction facilities and temporary controls to be provided, maintained, relocated, and removed by CONTRACTOR.
- B. Temporary office furnishings and office equipment.
- C. Project signage.

## 1.02 QUALITY ASSURANCE

- A. CONTRACTOR shall comply with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department and rescue squad requirements.
  - 5. Environmental protection regulations.
- B. CONTRACTOR shall arrange for the inspection and testing of each temporary utility prior to use. Obtain required certifications and permits and transmit to OWNER.

## 1.03 SUBMITTALS

- A. Temporary Utilities: Submit to OWNER reports of tests, inspections, meter readings, certifications, permits and similar procedures performed on temporary utilities.
- B. Project Signage / Banner: Submit to OWNER for review and approval.
  - 1. Shop Drawings: Elevation showing the text, OWNER sign and color of project signage, jointing, fittings and location of grommets.

2. Certification: Submit certification attesting fabric is certified as flame retardant, in accordance to NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.

#### 1.04 PROJECT IDENTIFICATION SIGNAGE / BANNER

- A. CONTRACTOR shall furnish and install two Project Signs / Banners on the Project site at a location established by OWNER. OWNER will provide the information to be posted on the sign. A draft of the proposed sign shall be submitted to OWNER for review before fabrication.
  1. Sign Size: eight feet wide by four feet high, tie wire grommets to fence / barricade.
  2. The following shall be listed on the sign:
    - a. OWNER: Ventura County Community College District.
    - b. Name of School and project
    - c. Name of District Chancellor.
    - d. Alphabetical listing of other Board Members.
    - e. Name of the Architect/Engineer.
    - f. Name of CONTRACTOR.
- B. Products of the following manufacturers form the basis for design and quality intended: 3M, MACtac North America, or equal, and shall meet the following requirements:
  1. Flame retardant, heavy duty durable vinyl material, super smooth, minimum 16 ounces per layer.
  2. Banners shall be cut with accurate angles and straight edges. Edges of banner shall be heat welded on four sides without causing fabric separation or otherwise damaging the work.
  3. Banners shall have on both sides a clear, permanent, anti-graffiti coating that shall be durable and last a minimum of two years. Cleaning or removal of graffiti shall not cause damage to the anti-graffiti coating or image, or cause it to flake, yellow, bubble, peel or fade.
  4. Ink used in the printing process shall be of the highest quality OEM inks, and have integral UV protective components.

5. Banners shall be provided with ½ inch diameter grommets along the top and the bottom edges, spaced not more than 30 inches on center. Grommets shall be 4 inches, minimum, from the edges of the banner.

- C. No other signs shall be displayed without approval of OWNER. At CONTRACTOR'S expense and without limitation remove and/or relocate Project signage and related facilities as rapidly as required in order to provide for progress of the Work.
- D. CONTRACTOR shall remove Project Signage / Banner at Substantial Completion of the Work.

#### 1.05 TEMPORARY UTILITIES

- A. CONTRACTOR shall coordinate with college to install temporary services. CONTRACTOR shall provide and install required materials and equipment.
- B. Upon Substantial Completion of the Work, remove temporary systems, devices and appurtenances.

#### 1.06 TEMPORARY OFFICES – NOT USED

#### 1.07 TEMPORARY SANITARY FACILITIES

- A. CONTRACTOR shall provide portable chemical toilet facilities. Quantity of portable chemical toilet facilities shall be based on total number of workers and shall be in accordance with CAL/OSHA standards.
- B. CONTRACTOR employees shall not use school toilet facilities.
- C. At CONTRACTOR'S expense and without limitation remove and/or relocate portable chemical toilet facilities as rapidly as required in order to provide for progress of the Work.
- D. CONTRACTOR will contain their breaks and lunch periods to the areas designated by OWNER or any public area outside the Project site. CONTRACTOR shall provide a suitable container within the break/lunch area for the placement of trash. Areas used for break/lunch must be maintained clean and orderly. Once finish flooring has been installed in a particular area, no food or beverages will be permitted in that area.

#### 1.08 TEMPORARY SECURITY FENCE / BARRICADE

- A. CONTRACTOR shall install temporary Project site security barricade(s) indicated on Drawings or as required for safety and as specified herein. New or used

material may be furnished. Security of Project site and contents is a continuous obligation of CONTRACTOR.

- B. Unless otherwise indicated or specified, security fence shall be constructed of 8-foot high chain link fencing with an 8-foot high windscreen. Space posts not to exceed ten feet on centers. Posts shall be of following nominal pipe dimensions: terminal, corner, and gatepost 2 ½-inch, line posts 2-inch. Chain link fence shall be not less than #13 gauge, 2-inch mesh, and in one width. Posts, fence and accessories shall be galvanized and as follows:
1. Shall have galvanized steel pipe bases with rounded corners and anchored with snadbags or other weights to keep them securely in place, unless required otherwise in writing by OWNER.
  2. Fence fabric shall be attached to posts with #14 gauge tie wire at 16 inches on center. A #6 gauge steel tension wire with turnbuckles shall be installed at top and bottom of barricade fencing. Wire tie fabric to tension wires at 18" centers.
  3. Windscreen shall be attached to fence fabric and steel tension wires at 18-inch centers with a minimum of #14 gauge tie wire. Windscreen shall be maintained and all rips, tears, missing sections shall be corrected upon notification by OWNER.
  4. Chain link fencing shall be free from barbs, icicles or other projections resulting from galvanizing process. Fence having such defects will be replaced even if it has been installed.
  5. Gates shall be fabricated of steel pipe with welded corners, and bracing as required. Fence and fabric to be attached to frame at 12-inch centers. Provide all gate hardware of a strength and quality to perform satisfactorily until barricade is removed upon Substantial Completion of the Work. Each gate shall have a chain and padlock. Provide two gate keys to OWNER. At Substantial Completion of the Work, remove barricade from Project site, backfill and compact fence footing holes. Existing surface paving that is cut into or removed shall be patched and sealed to match surrounding areas.
  6. At CONTRACTOR'S expense and without limitation remove or relocate fencing, fabric and barricades or other security and protection facilities as rapidly as required in order to provide for progress of the Work.

#### 1.09 OTHER TEMPORARY ENCLOSURES AND BARRICADES

- A. Provide lockable, temporary weather-tight enclosures at openings in exterior walls to create acceptable working conditions, to allow for temporary heating and for security.

- B. Provide protective barriers around trees, plants and other improvements designated to remain.
- C. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where to protect areas, spaces, property, personnel, students and faculty and to separate and control dust, debris, noise, access, sight, fire areas, safety and security. Temporary partitions shall be as designated on the Drawings or as specified by ARCHITECT. At CONTRACTOR'S expense and without limitation remove and/or relocate enclosures, barriers and temporary partitions as rapidly as required in order to provide for progress of the Work.
- D. Since the Work of this Project may be immediately adjacent to existing occupied structures and vehicular and pedestrian right of ways, CONTRACTOR shall, in his sole judgment and in accordance with applicable safety standards, provide temporary facilities, additional barricades, protection and care to protect existing structures, occupants, property, pedestrians and vehicular traffic. CONTRACTOR is responsible for any damage, which may occur to the property and occupants of the property of OWNER or adjacent private or public properties which in any way results from the acts or neglect of CONTRACTOR.
- E. CONTRACTOR shall be responsible for cleaning up all areas adjacent to the construction site which have been affected by the construction; and for restoring them to at least their original condition- including landscaping; planting of trees, sod, and shrubs damaged by construction; and raking and disposal of debris such as roofing shingles, paper, nails, glass sheet metal, bricks, and waste concrete. Construction debris shall be removed and properly disposed of. Culverts and drainage ditches with sediment from the construction area shall be cleared routinely to maintain proper drainage and re-cleaned prior to completion of the contract.
- F. CONTRACTOR shall ensure sediment does not block storm drains. CONTRACTOR shall be responsible for cleaning storm drains blocked due to erosion or sediment from the work area.

#### 1.10 TEMPORARY STORAGE YARDS

- A. CONTRACTOR shall fence and maintain storage yards in an orderly manner.
- B. Provide storage units for materials that cannot be stored outside.
- C. At CONTRACTOR'S expense and without limitation remove and/or relocate storage yards and units as rapidly as required in order to provide for progress of the Work.

#### 1.11 TEMPORARY DE-WATERING FACILITIES AND DRAINAGE



- A. For temporary drainage and de-watering facilities and operations not directly associated with construction activities included under individual sections, comply with de-watering requirements of applicable Division 01 sections. CONTRACTOR shall maintain the Work, Project site and related areas free of water.
- B. For temporary drainage and de-watering facilities and operations directly associated with new buildings, additions or other construction activities, comply with Divisions 01 and 33 Sections. CONTRACTOR shall be responsible for, but not limited to, de-watering of excavations, trenches and below grade areas of buildings, structures, the Project site and related areas.

#### 1.12 TEMPORARY PROTECTION FACILITIES INSTALLATION

- A. CONTRACTOR shall not change over from using temporary facilities and controls to permanent facilities until Substantial Completion, except as permitted by OWNER.
- B. Until permanent fire protection needs are supplied and approved by authorities having jurisdiction, CONTRACTOR shall provide, install and maintain temporary fire protection facilities of the types needed in order to adequately protect against fire loss. CONTRACTOR shall adequately supervise welding operations, combustion type temporary heating and similar sources of fire ignition.
- C. CONTRACTOR shall provide, install and maintain substantial temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials, tools and equipment are stored within the Work area, CONTRACTOR shall provide secure lock up to protect against vandalism, theft and similar violations of security. OWNER accepts no financial responsibility for loss, damage, vandalism or theft.
- D. CONTRACTOR operations shall not block, hinder, impede or otherwise inhibit the use of required exits and/or emergency exits to the public way, except as approved by OWNER. CONTRACTOR shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for firefighting equipment and/or personnel.
- E. With approval of OWNER and at the earliest feasible date in each area of the Work, complete installation of the permanent fire protection facilities including connected services and place into operation and use. Instruct OWNER personnel in use of permanent fire protection facilities.
- F. In the event of an emergency drill or an actual emergency, designated by the sounding of the fire alarm and/or other sounding device, all construction activities must cease. CONTRACTOR shall evacuate the Work area and remain outside the Work area until permitted to return. No Work shall be conducted during the evacuation of a building or during an emergency.

### 1.13 TEMPORARY SECURITY AND SAFETY MEASURES

- A. During performance of the Work in existing facilities and/or on a Project Site occupied by students, CONTRACTOR shall provide, install and maintain substantial temporary barriers and/or partitions separating all Work areas from areas occupied by students, faculty and/or administrative staff.
- B. During performance of the Work in existing facilities or on a Project site occupied by students and where temporary barriers or partitions are not physically feasible, CONTRACTOR shall provide an employee meeting the requirements of Education Code Section 45125.2.(2) to continually supervise and monitor all employees of CONTRACTOR and Subcontractor. For the purposes of this Section, CONTRACTOR employee shall be someone whom the Department of Justice has ascertained has not been convicted of a violent or serious felony as listed in Penal Code Section 667.5(c) and/or Penal Code Section 1192.7(c). To comply with this Section, CONTRACTOR shall have his employee submit his or her fingerprints to the Department of Justice pursuant to Education Code Section 45125.1(a).
- C. Penal Code Sections 290 and 290.4 commonly known as “Megan’s Law”, require, among other things, individuals convicted of sexually oriented crimes, to register with the chief of police where the convicted individual resides or with a county sheriff or other law enforcement officials. CONTRACTOR shall check its own employees and require each Subcontractor to check its employees and report to CONTRACTOR if any such employees are registered sex offenders. CONTRACTOR shall check monthly during the life of the Contract to ascertain this information and report same to OWNER. Before starting the Work, and monthly thereafter during the life of Contract, CONTRACTOR shall notify OWNER in writing if any of its employees and/or if any Subcontractor’s employees is a registered sex offender. If so, CONTRACTOR shall proceed in accordance with paragraph B above.
- D. CONTRACTOR shall employ and maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work of CONTRACTOR, OWNER, or OWNER’S forces, due to loss from inadequate security, will be the responsibility of CONTRACTOR.
- E. Until Substantial Completion of the Work, CONTRACTOR shall employ appropriate means to remove all graffiti from buildings, equipment, fences and all other temporary and/or permanent improvements on the Project site within twenty-four (24) hours from the date of report or forty-eight (48) hours of each occurrence.

### 1.14 TEMPORARY ACCESS ROADS AND STAGING AREAS

- A. Due to the limited amount of on and off Project site space for the parking of staff and school visitor's vehicles there will be no parking of CONTRACTOR vehicles in areas designated for school use only. CONTRACTOR shall provide legal access to and maintain CONTRACTOR designated areas for the legal parking, loading, off-loading and delivery of all vehicles associated with the Work. CONTRACTOR shall be solely responsible for providing and maintaining these requirements whether on or off the Project site. CONTRACTOR shall provide and maintain ample on-site parking spaces designated for the exclusive use of OWNER. CONTRACTOR shall erect signs as required by OWNER each of these spaces and prevent all unauthorized vehicles from parking in the OWNER-reserved spaces.
- B. Temporary access roads are to be installed and maintained by CONTRACTOR to all areas of the Project site.
- C. CONTRACTOR will be permitted to utilize existing facility campus roads as designated by OWNER. CONTRACTOR shall only utilize those entrances and exits as designated by OWNER and CONTRACTOR shall observe all traffic regulations of OWNER.
- D. CONTRACTOR shall maintain roads and walkways in a clean condition including removal of debris and/or other deleterious material on a daily basis.

#### 1.15 TRENCHES

- A. Open trenches for installation of utility lines (water, gas, electrical and similar utilities) and open pits outside barricaded working areas shall be barricaded at all times in a legal manner determined by CONTRACTOR. Trenches shall be backfilled and patch-paved within twenty-four (24) hours after approval of installation by authorities having jurisdiction or shall have "trench plates" installed. Required access to buildings shall be provided and maintained. CONTRACTOR shall comply with all applicable statutes, codes and regulations regarding trenching and trenching operations. Open trenches deeper than 3'-6", and not located within a public street access, shall be enclosed within an 8'-0" high chain-link fence.

#### 1.16 DUST CONTROL

- A. CONTRACTOR is responsible for dust control on and off the Project site. When Work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust. CONTRACTOR shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior to leaving the Project site. CONTRACTOR shall, on a daily basis, clean all streets and/or public improvements within the right of way of any and all debris, dirt, mud and/or other materials attributable to operations of CONTRACTOR.

#### 1.17 WASH OUT

- A. CONTRACTOR shall provide and maintain a minimum of four (4) wash out boxes of sufficient size and strength to provide for concrete mixer wash out. CONTRACTOR shall locate and relocate both the wash out boxes and wash out areas in order to accommodate the progression of the Work. The wash out area shall be located as to minimize the amount of potential run off onto adjacent private and/or public property. CONTRACTOR shall legally dispose of the contents of the wash out boxes and area on an as needed basis or as required by OAR.

#### 1.18 WASTE DISPOSAL

- A. CONTRACTOR shall provide and maintain trash bins on the Project site. Trash bins shall be serviced on an as needed basis and CONTRACTOR is responsible for the transportation of and the legal disposal of all contents.

#### 1.19 ADVERSE WEATHER CONDITIONS

- A. Should warnings of adverse weather conditions such as heavy rain and/or high winds be forecasted, CONTRACTOR shall provide every practical precaution to prevent damage to the Work, Project site and adjacent property. CONTRACTOR precautions shall include, but not be limited to, enclosing all openings, removing and/or securing loose materials, tools, equipment and scaffolding.
- B. CONTRACTOR shall provide and maintain drainage away from buildings and structures.
- C. CONTRACTOR shall implement all required storm water mitigation measures as required under related Division 01 Sections.

#### 1.20 DAILY AND MONTHLY REPORTS

- A. CONTRACTOR shall provide and maintain in the Project site office of CONTRACTOR, a daily sign in sheet for use by all employees of CONTRACTOR and all Subcontractors at whatever tier. At the beginning of each work day, the foreman, project manager, superintendent of CONTRACTOR and/or Subcontractors shall visit the site office of CONTRACTOR and shall enter onto the daily sign in sheet: all employee names; trade classification; and represented company. The completed sign in sheet shall serve as the basis of and shall be submitted with the daily construction report as set forth in Paragraph B below.
- B. By the end of each workday, CONTRACTOR shall submit to OWNER and INSPECTOR a daily construction report denoting the daily manpower counts and a brief description/location of the workday activities. Manpower shall be broken down by trade classification such as foreman, journeyman or apprentice. The report shall also note the date, day of the week, weather conditions, deliveries, equipment on the Project site whether active and/or idle, visitors, inspections,

accidents and unusual events, meetings, stoppages, losses, delays, shortages, strikes, orders and requests of governing agencies, Construction Directive and/or Change Orders received and implemented, services disconnected and/or connected, equipment start up or tests and partial use and/or occupancies. CONTRACTOR shall also include on the daily construction report the above information for all Subcontractors at whatever tier.

- C. CONTRACTOR shall submit on a monthly basis the forms found in Sections 01 3239 and 01 7416 certifying CEQA Mitigations and Storm Water Pollution Prevention (SWPP) compliances.

PART 2 – PRODUCTS – Not Used

PART 3 – EXUTION – Not Used

END OF SECTION

SECTION 01 7329  
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies procedural requirements for cutting and patching.

1.02 RELATED REQUIREMENTS

- A. Section 02 4116 - Demolition.

1.03 SUBMITTALS

- A. The word "cutting" as used in the Contract Documents includes, but is not limited to, cutting, drilling, chopping, and other similar operations and the word "patching" includes, but is not limited to, patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, or other similar operations.
- B. Cutting and Patching Proposal: CONTRACTOR shall submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Contract Documents requires approval of these procedures before proceeding. Include the following information, as applicable, in the proposal:
1. Describe the extent of cutting and patching required. Denote how it will be performed and indicate why it cannot be avoided.
  2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance or other significant visual elements.
  3. List products to be used and firms or entities that will perform this Work.
  4. Indicate dates when cutting and patching will be performed.
  5. Utilities: List utilities that cutting and patching operations will disturb or affect. List utilities to be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Review by ARCHITECT prior to proceeding with cutting and patching does not waive ARCHITECT right to later require complete removal and replacement of defective Work.

#### 1.04 QUALITY ASSURANCE

- A. Requirements for structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  1. Obtain approval from ARCHITECT of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Foundation construction.
    - b. Bearing and retaining walls.
    - c. Structural concrete.
    - d. Structural steel.
    - e. Lintels.
    - f. Timber and primary wood framing.
    - g. Structural decking.
    - h. Stair systems.
    - i. Miscellaneous structural metals.
    - j. Exterior curtain-wall construction.
    - k. Equipment supports.
    - l. Piping, ductwork, vessels, and equipment.
    - m. Structural systems of special construction in Division 13 Sections.
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a

manner that would result in increased maintenance or decreased operational life or safely.

1. Obtain review of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
  - a. Primary operational systems and equipment.
  - b. Air or smoke barriers.
  - c. Water, moisture, or vapor barriers.
  - d. Membranes and flashings.
  - e. Fire protection systems.
  - f. Noise and vibration control elements and systems.
  - g. Control systems.
  - h. Communication and/or data systems.
  - i. Conveying systems.
  - j. Electrical wiring systems.
  - k. Operating systems of special construction in Division 13 Sections.

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the opinion of ARCHITECT, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

1. If possible, retain the original installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
  - a. Firestopping.
  - b. Acoustical ceilings.
  - c. Acoustical panels.
  - d. Finished wood flooring.
  - e. Synthetic sports flooring.



- f. Carpeting.
- g. HVAC enclosures, cabinets, or covers.
- h. Ceramic and quarry tile.
- i. Gypsum board.
- j. Masonry (exterior and interior where exposed).
- k. Tack boards.
- l. Casework.
- m. Finish carpentry.

#### 1.05 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

#### PART 2 - PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

##### 3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  - 1. Before proceeding, meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

##### 3.02 PREPARATION

- A. Temporary support: Provide adequate temporary support of existing improvements or Work to be cut.
- B. Protection: Protect existing improvements and Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of existing improvements or Work that might be exposed during cutting and patching operations.

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Where the Work requires sandblasting of existing surfaces in order to receive new materials secured by cementitious, adhesive or chemical bond, completely remove existing finishes, stains, oil, grease, bitumen, mastic and adhesives or other substances deleterious to the new bonding or fastening of new Work. Utilize wet sand blasting for interior surfaces and for exterior surfaces where necessary to prevent objectionable production of dust.

### 3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Carefully remove existing Work to be salvaged and/or reinstalled. Protect and store for reuse into the Work. Verify compatibility and suitability of existing substrates before starting the Work.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill. Saw cut reinforcing bars and paint ends with bituminous paint except where bonded into new concrete or masonry.
  - 4. Comply with requirements of applicable Sections of Divisions 31, 32, and 33 where cutting and patching requires excavating, backfill, and recompaction.
  - 5. Woodwork: Cut and or remove to a panel or joint line.
  - 6. Sheet Metal: Remove back to joint, lap, or connection. Secure loose or unfastened ends or edges and seal watertight.
  - 7. Glass: Remove cracked, broken, or damaged glass and clean rebates and stops of setting materials.

8. Plaster: Cut back to sound plaster on straight lines, and back bevel edges of remaining plaster. Trim existing lath and prepare for new lath.
  9. Gypsum Wallboard: Cut back on straight lines to undamaged surfaces with at least two opposite cut edges centered on supports.
  10. Acoustical ceilings: Remove hanger wires and related appurtenances where ceilings are not scheduled to be installed.
  11. Tile: Cut back to sound tile and backing on joint lines.
  12. Flooring: Completely remove flooring and clean backing of prior adhesive. Carefully remove wood flooring for patching and repairing of existing wood flooring scheduled to remain.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with required tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Verify conditions of existing substrates prior to executing Work.
  2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate all evidence of patching and refinishing.
  3. Concrete: Maintain cut edges in a moist condition for twenty four hours prior to the placement of new concrete. In lieu of this an epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall have a compressive strength of 3,000 psi where installed to repair and match existing improvements, unless noted otherwise.
  4. Metal Fabrications: Items to remain exposed shall have their edges cut and ground smooth and rounded.
  5. Sheet Metal: Replace removed or damaged sheet metal items for new Work.
  6. Glass: Install matching glass and re-seal exterior window assemblies.
  7. Lath and Plaster: Install new lath materials to match existing and fasten to supports at 6-inch centers. Provide a 6-inch lap where new lath to adjoins existing lath. Fasten new lath as required for new Work. Restore paper backings as required. Apply a bonding agent on cut edges of existing plaster. Apply three coat plaster of the type, thickness, finish, texture, and color to match existing.

8. Gypsum Wallboard: Fasten cut edges of wallboard. Install patches with at least two opposite edges centered on supports and secure at 6-inch centers. Tape and finish joints and fastener heads. Patching shall be non-apparent when painted or finished.
9. Acoustical Ceilings: Comply with the requirements for new Work specified in related sections of the Contract Documents.
10. Resilient Flooring: Completely remove flooring and prepare substrate for new material.
11. Painting: Prepare areas to be patched, patch and paint as specified under related sections of the Contract Documents.

#### 3.04 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged coverings to their original condition.

END OF SECTION

## SECTION 01 7419

## CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes: Preparation and implementation, including reporting and documentation, of a Waste Management Plan for reusing, recycling, salvage or disposal of non-hazardous waste materials generated during demolition and new construction (Construction and Demolition (C&D) Waste), to foster material recovery and re-use and to minimize disposal in land fills.
- B. Related Requirements
  - 1. Section 01 3300 - Submittal Procedures.

## 1.02 REFERENCES

- A. California Integrated Waste Management Act of 1989 (AB 939).
- B. California Code of Regulations Title 14, Section 18700 et seq.
- C. California Green Building Standards Code.

## 1.03 SYSTEM DESCRIPTION

- A. Collection and separation of all C&D waste materials generated on-site, reuse or recycling on-site, transportation to approved recyclers or reuse organizations, or transportation to legally designated landfills, for the purpose of recycling salvaging and reusing a minimum of 75 percent of the C&D waste generated.

## 1.04 SUBMITTALS

- A. C&D Waste Management Plan (Exhibit 1): Within 10 calendar days after the Notice to Proceed and prior to any waste removal, submit the following to the OWNER for review and approval. Update quarterly. Include:
  - 1. Materials to be recycled, reused, or salvaged, either onsite or offsite.
  - 2. Estimates of C&D waste quantity (in tons) by type of material. (If waste is measured by volume, give factors for conversion to weight in tons.)
  - 3. Procedures for recycling and reuse program.
  - 4. Permit or license and location of Project waste-disposal areas.
  - 5. Site plan for placement of waste containers.

- B. C&D Waste Management Monthly Progress Report (Exhibit 2): Summary of waste generated by Project, monthly with Application for Payment. Include:
  - 1. Firms accepting the recovered or waste materials.
  - 2. Type and location of accepting facilities (landfill, recovery facility, used materials yard, etcetera). If materials are reused or recycled on the Project site, location should be designated as “on-site reuse and recycling”.
  - 3. Type of materials and net weight (tons) of each.
  - 4. Value of the materials or disposal fee paid.
  - 5. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.
- C. C&D Waste Management Final Compliance Report: Final update of Waste Management Plan to provide summary of total waste generated by Project.

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.01 IMPLEMENTATION

- A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or reused, or disposed in landfills.
- B. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/ recyclable materials.
- C. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.
- D. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.

### 3.02 ATTACHMENTS

- A. Exhibit 1: Waste Management Plan
- B. Exhibit 2: Waste Management Monthly Progress Report.

**EXHIBIT 1**

**WASTE MANAGEMENT PLAN**  
**CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS**

PROJECT NAME: «PROJECTTITLE» «CONTRACTTITLE»

PROJECT NO: «Project Number»

NAME OF COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT SITE LOCATION: \_\_\_\_\_

PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION  
☐ MAINTENANCE/ALTERATION PROJECTS

PROJECT SIZE (SQ. FT.): \_\_\_\_\_

DATE & ESTIMATED PERIOD \_\_\_\_\_

(1) Material Type	(2) Tons Estimated Recycle	(3) Tons Estimated Reuse	(4) Tons Estimated Salvage	(5) Tons Estimated Landfill	(6) Proposed Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
<b>Total</b>					
<b>Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]</b>					<b>=</b>

Signature	Title	Date
-----------	-------	------

- Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.
- Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
- Column 5 "Estimated Landfill" - Enter quantities (tons) of materials to be disposed in landfill.
- Column 4 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
- General : (1) Attach proposed Recycling and Waste Bin Location Plan.  
(2) Attach name and contact data for each recycling or disposal destination to be used.

**EXHIBIT 2**

**WASTE MANAGEMENT PROGRESS REPORT**  
**CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS**

PROJECT NAME: «PROJECTTITLE» «CONTRACTTITLE»

PROJECT NO: «Project Number»

NAME OF COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT SITE LOCATION: \_\_\_\_\_

PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION  
☐ MAINTENANCE/ALTERATION PROJECTS

PROJECT SIZE (SQ. FT.): \_\_\_\_\_

PERIOD \_\_\_\_\_ to \_\_\_\_\_

(1) Material Type	(2) Tons Actual Recycle	(3) Tons Actual Reuse	(4) Tons Actual Salvage	(5) Tons Actual Landfill	(6) Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
<b>Total</b>					
<b>Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]</b>					<b>=</b>

Signature	Title	Date
-----------	-------	------

- Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.
- Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
- Column 5 "Estimated Landfill" - Enter quantities (tons) of materials disposed.
- Column 4 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
- General : (1) Attach proposed Recycling and Waste Bin Location Plan.  
(2) Attach name and contact data for each recycling or disposal destination to be used.

**END OF SECTION.**



## SECTION 02 4116

## DEMOLITION

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes: Furnishing labor, materials and equipment necessary for demolition, dismantling, cutting and alterations as indicated, specified, or required for completion of the Work. Includes items such as the following:
1. Protection of existing improvements to remain.
  2. Cleaning existing improvements to remain.
  3. Disconnecting and capping utilities.
  4. Removing debris, waste materials, and equipment.
  5. Removal of items for performance of the Work.
  6. Salvageable items to be retained by the Owner.
- B. Related Requirements:
1. Division 01 - General Requirements.
  2. Section 01 1100 - Summary of Work.
  3. Section 01 5000 – Construction Facilities and Temporary Controls.
  3. Section 01 7419 - Construction and Demolition Waste Management.
  4. Division 26 – Electrical.

## 1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating the extent of items and systems to be removed. Indicate items to be salvaged or items to be protected during demolition. Indicate locations of utility terminations and the extent of abandoned lines to be removed. Include details indicating methods and location of utility terminations.

## 1.03 QUALITY ASSURANCE

- A. Perform the Work of this section by workers skilled in the demolition of buildings and structures. Perform the Work of this section under direct superintendence at all times.
- B. Prior to commencement of Work, schedule a walkthrough with the OWNER, to confirm Owner property items have been removed from scheduled Work areas. Identify and mark remaining property items and schedule their removal.
- C. Coordinate demolition for the correct sequence, limits, and methods. Schedule demolition Work to create least possible inconvenience to the public and facility operations.
- D. Related Standards:
  - 1. ANSI/ASSE A10.6.
  - 2. CBC Chapter 33.
  - 3. CFC Chapters 11 and 33.
  - 4. NFPA 241

#### 1.04 PROJECT CONDITIONS

- A. Drawings may not indicate in detail all demolition Work to be performed. Examine existing conditions to determine the full extent of required demolition.
- B. Repair damage to existing improvements or damage due to excessive demolition.
- C. Provide all measures to avoid excessive damage from inadequate or improper means and methods, improper shoring, bracing or support.
- D. If conditions are encountered that varies from those indicated, promptly notify the Architect for clarification before proceeding.

### PART 2 - PRODUCTS

#### 2.01 HANDLING OF MATERIALS

- A. Items scheduled for salvage by the Owner shall be delivered to a location designated by the OWNER. Items shall be cleaned, packaged and labeled for storage.
- B. Items scheduled for reuse shall be stored on the Project site and protected from damage, theft and other deleterious conditions.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Protection:

1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed. Refer to Section 01 5000 - Construction Facilities and Temporary Controls.
  2. Provide safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.
- B. If safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the OWNER.

### 3.02 DEMOLITION

- A. Do not throw or drop materials. Furnish ramps or chutes as required by the Work.
- B. Remove existing construction only to extent necessary for proper installation of Work and interfacing with existing construction. Cut back finished surfaces to straight, plumb or level lines as required for a smooth transition.
- C. Where openings are cut oversize or in improper locations, replace or repair to required condition.

### 3.03 CUTTING EXISTING CONCRETE

- A. Cutting of existing concrete shall be performed by skilled workers familiar with the requirements and space necessary for placing concrete. Perform concrete cutting with concrete cutting wheels and hand chisels. Do not damage concrete intended to remain.
- B. Extent of cutting of structural concrete shall be as indicated on Drawings. Cutting of non-structural concrete shall be as indicated on Drawings or as reviewed by the Architect or structural engineer. Replace concrete demolished in excess of amounts indicated.
- C. Prior to cutting or coring concrete, determine locations of hidden utilities or other existing improvements and provide necessary measures to protect them from damage.

### 3.04 REMOVAL OF EXISTING PLUMBING AND ELECTRICAL EQUIPMENT AND SERVICES

- A. Remove existing plumbing and electrical equipment fixtures and services not indicated for reuse and not necessary for completion of the Work. Remove abandoned lines and cap unused portions of existing lines.

### 3.05 REMOVAL OF OTHER MATERIALS

- A. Masonry: Cut back to joint lines and remove mortar without damaging units to remain. Allow space for repairs to backing where applicable.
- B. Woodwork: Cut or remove to a joint or panel line.
- C. Roofing: Remove as required, including accessory components such as insulation and flashings. At penetrations through existing roofing, trim cut edges back to sound roofing with openings restricted to the minimum size necessary to receive Work.

- D. Sheet Metal: Remove back to joint, lap, or connection. Secure loose and unfastened ends or edges and provide a watertight condition. Re-seal as required.
- E. Glass: Remove broken or damaged glass and clean rebates and stops of glazing channels.
- F. Modular materials such as acoustical ceiling panels, resilient tile, or ceramic tile: Remove to a natural joint without leaving damaged or defective Work where joining new Work. After flooring removal, clean substrates to remove setting materials and adhesives.
- G. Gypsum Board: Remove to a panel joint line on a stud or support line.
- H. Plaster: Saw cut plaster on straight lines, leaving a minimum 2-inch width of firmly attached metal lath for installing new lath and plaster.
- I. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.

### 3.06 PATCHING

- A. Patch or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair Work shall match existing.

### 3.07 CLEANING

- A. Clean existing materials to remain with appropriate tools and equipment.
- B. Protect existing improvements during cleaning operations.
- C. Debris shall be dampened by fog water spray prior to transporting by truck.
- D. Debris pick-up area shall be kept broom-clean and shall be washed daily with clean water.
- E. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition Work progresses.
- F. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 03 1000  
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete as indicated.
2. Installation of items to be embedded in concrete, such as anchor bolts, inserts, embeds, and sleeves.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 2000: Concrete Reinforcing.
3. Section 03 3000: Cast-In-Place Concrete.

1.02 REFERENCES

A. American Concrete Institute (ACI) Publication:

1. ACI 318 – Building Code Requirements for Structural Concrete, Chapter 6, Formwork, Embedded Pipes, and Construction Joints.
2. ACI 347 – Guide to Formwork for Concrete.

B. American Plywood Association (APA):

1. Form No. V345 - Concrete Forming Design/Construction Guide.

C. National Institute of Standards and Technology (NIST):

1. NIST Voluntary Product Standard PS 1.

1.03 SUBMITTALS

- A. Submit detailed structural calculations and drawings approved and signed by a California registered Civil Engineer where the height of the falsework or vertical shoring, as measured from the top of the sills to the soffit of the superstructure exceeds 14 feet, or where individual horizontal span lengths exceed 16 feet, or where provision for vehicular traffic through falsework or shoring occurs. For all other falsework and shoring submit layout signed by California registered Civil Engineer, manufacturer's authorized representative or a licensed contractor experienced in the usage and erection

of falsework and vertical shoring. A copy of the plans and calculation shall be available at the jobsite at all times.

- B. Shop Drawings: Submit Shop Drawings indicating locations of forms, construction and expansion joints, embedded items, and accessories.
- C. Product Data: Submit manufacturer's Product Data for form materials and accessories.

#### 1.04 REGULATORY REQUIREMENTS

- A. California Building Code (CBC), Chapter 19A.
- B. California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 4, Construction Safety Orders, Article 6, Excavations, Sections 1713 and 1717.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Storage shall prevent damage and permit access to materials for inspection and identification.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. Form materials may be reused during progress of the Work provided they are completely cleaned and reconditioned, recoated for each use, capable of producing formwork of required quality, and are structurally sound.
- B. Form Lumber: WCLIB Construction Grade or Better, WWPA No. 1 or Better.
- C. Plywood: NIST Voluntary Product Standard PS 1, Group 1, Exterior Grade B-B Plyform or better, minimum 5-ply and 3/4 inch thick for exposed locations and at least 5/8 inch thick for unexposed locations, grade marked, not mill oiled. Furnished plywood with medium or high density overlay is permitted.
- D. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent Nox-crete", or equal.
- E. Tube Forms: Sonoco "Seamless Sonotubes," Ceme-Tube, Quik-Tube, or equal, of the type leaving no marks in concrete, one-piece lengths for required heights.
- F. Joist Forms: Code recognized steel or molded plastic types as required.
- G. Special Forms: For exposed integrally-colored concrete, plywood as above with high density overlay, plywood with integral structural hardboard facing or fibrous glass reinforced plastic facing, providing specified finish.
- H. For Exposed Concrete Finish:

1. Plywood: New, waterproof, synthetic resin bonded, exterior type Douglas fir or Southern pine plywood manufactured especially for concrete formwork and conforming to NIST Voluntary Product Standard PS 1, Grade B-B grade, Class I.
  2. Glass-Fiber-Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surfaces.
  3. Steel: Minimum 16 gage sheet, well matched, tight fitting, stiffened to support weight of concrete, without deflection detrimental to tolerances and appearances of finished concrete surfaces.
  4. Plywood: "Finland Form,," "Combi Form" by North American Plywood Corporation, "Plyform" by Roy O. Martin, "ProForm" by Pacific Wood Laminates, or equal. The material shall be furnished with hard smooth birch face veneers with phenolic resin thermally fused onto panel sides. Edges shall be factory sealed.
- I. Form Ties: Prefabricated rod, flat band, wire, internally threaded disconnecting type, not leaving metal within 1 1/2-inch of concrete surface.
  - J. Form Coating: Non-staining clear coating free from oil, silicone, wax, not grain-raising, "Formshield" by A.C. Horn, Inc., "Release" by Edoco/Dayton Superior, "Cast-Off" by Sonneborn/BASF Building Systems or equal. Where form liners are furnished, provide form coatings recommended by form liner manufacturer.
  - K. Form Liner: Rigid or resilient type by L.M. Scofield, Symons, Greenstreak, or equal.
  - L. Void Forms: Manufactured by SureVoid Products, Inc., Sonotube, Void Form International, or equal. Forms shall be "WallVoid" for temporary support of concrete walls and grade beams spanning between supports, and "SlabVoid" for creating gaps between concrete slabs or steps and underlying soils. Void forms shall be fabricated of corrugated paper with moisture resistant exterior, and shall be capable of withstanding working load of 1,500 psf. Provide accessories as required.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Forms shall be constructed so as to shape final concrete structure conforming to shape, lines and dimensions of members required by Drawings and Specifications, and shall be sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together to maintain position and shape. Forms and their supports shall be designed so that previously placed structures will not be damaged.
- B. Use form coating at all surfaces in contact with concrete.

### 3.02 TOLERANCES

- A. Permitted abrupt or gradual irregularities in formed surfaces as measured within a 5 feet length with a straightedge shall per ACI 347, Table 3.1:

Class of Surface			
A	B	C	D
1/8 inch	1/4 inch	1/2 inch	1 inch

1. Class A: Use for concrete surfaces prominently exposed to public view.
2. Class B: Use for coarse-textured concrete-formed surfaces intended to receive plaster, stucco or wainscoting.
3. Class C: Use as a general standard for permanently exposed surfaces where other finishes are not specified.
4. Class D: Use for surfaces where roughness is not objectionable and will be permanently concealed.

### 3.03 ERECTION

- A. Plywood shall be installed with horizontal joints level, vertical joints plumb and with joints tight. Back joints by studs or solid blocking, and fill where necessary for smoothness. Reused plywood shall be thoroughly cleaned, damaged edges or surfaces repaired and both sides and edges oiled with colorless form oil. Nail plywood along edges, and to intermediate supports, with common wire nails spaced as necessary to maintain alignment and prevent warping.
- B. Openings for Cleaning: Provide temporary openings at points in formwork to facilitate cleaning and inspection. At base of walls and wide piers, bottom form board on one face for entire length shall be omitted until form has been cleaned and inspected.
- C. Chamfers: Provide 3/4 inch by 3/4 inch chamfer strips for all exposed concrete corners and edges unless otherwise indicated.
- D. Reglets and Rebates: As specified in Section 03 3000: Cast-In-Place Concrete.

### 3.04 REMOVAL OF FORMS

- A. Forms shall not be removed until concrete has sufficiently hydrated to maintain its integrity and not be damaged by form removal operations. Unless noted otherwise and/or permitted by the Architect, columns and wall forms shall not be removed in less than five days, floor slabs in less than seven days, beams and girders in less than 15 days, pan forms for joists may be removed after three days, but joist centering shall not be removed until after 15 days, and ramp, landing, steps and floor slabs shall not be removed in less than seven days. Shoring shall not be removed until member has



acquired sufficient strength to support its weight, load upon it, and added load of construction.

- B. Compressive strength of in-place concrete shall be determined by testing field-cured specimens representative of concrete location or members, as specified in Section 03 3000: Cast-In-Place Concrete.

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.06 CLEAN UP

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

END OF SECTION

SECTION 03 2000

CONCRETE REINFORCING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Concrete steel reinforcement.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 01 4523: Testing and Inspection.
3. Section 03 1000: Concrete Forming.
4. Section 03 3000: Cast-In-Place Concrete.
5. Section 04 2100: Clay Unit Masonry.
6. Section 04 2200: Concrete Unit Masonry.

1.02 REGULATORY REQUIREMENTS

- A. Fabrication and placement of reinforcing shall be in accordance with requirements of CBC, Chapter 19A.

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A184 - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
4. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.

5. ASTM A497 - Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
6. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
7. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

B. American Concrete Institute (ACI) Publication:

1. ACI SP-66 – ACI Detailing Manual.
2. ACI 318 – Building Code Requirements for Structural Concrete, as modified by CBC.

C. American Welding Society (AWS):

1. AWS D1.4 – Structural Welding Code – Reinforcing Steel.

#### 1.04 SUBMITTALS

- A. Shop Drawings: Submit steel reinforcement Shop Drawings in accordance with ACI 315. Include assembly diagrams, bending charts and slab plans. Indicate lengths and location of splices, size and lengths of reinforcing steel.
- B. Closeout Submittals: Record exact locations of reinforcing that vary from Shop Drawings.

#### 1.05 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement:
  1. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice.
  2. American Welding Society (AWS).
  3. American Concrete Institute (ACI).
  4. CBC, Chapter 19A, Concrete.
- B. Source Quality Control: Refer to Division 01 Sections for general requirements and to the following paragraphs for specific procedures. Testing laboratory retained by the OWNER shall select test Samples of bars, ties, and stirrups from the material at the Project Site or from the place of distribution, with each Sample consisting of not less

than two 18 inch long pieces, and perform the following tests according to ASTM A615, or ASTM A706, as applicable:

1. Identified Bars: If Samples are obtained from bundles as delivered from the mill, identified as to heat number, accompanied by mill analyses and mill test reports, and properly tagged with the identification certificate so as to be readily identified, perform one tensile and one bend test for each 10 tons or fraction thereof of each size of bars. Submit mill reports when Samples are selected.
  2. Unidentified Bars: When positive identification of reinforcing bars cannot be performed and when random Samples are obtained; perform tests for each 2.5 tons or fraction thereof, one tensile and one bend test from each size of bars.
- C. Certification of Welders: Shop and Project site welding shall be performed by welding operators certified by AWS.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Avoid exposure to dirt, moisture or conditions harmful to reinforcing.
- B. Reinforcing steel bars, wire, and wire fabric shall be stored on the Project site to permit easy access for examination and identification of each shipment. Material of each shipment shall be separated for size and shape.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. Provide reinforcing of sizes, gages and lengths indicated, bent to indicated shapes.

#### 2.02 MATERIALS

- A. Steel Reinforcing Bars: ASTM A615, or ASTM A706 deformed grade 60 billet steel unless otherwise specified or indicated.
- B. Bars or Rod Mats: ASTM A184.
- C. Welded Wire Fabric for Reinforcement: ASTM A185.
- D. Tie Wire: ASTM A82, fully annealed, copper-bearing steel wire, 16 gage minimum.
- E. Chairs, Spacers, Supports, and Other Accessories: Standard manufacture conforming to ACI 315 fabricated from steel wire of required types and sizes. For reinforcement supported from grade, provide properly sized dense precast blocks of concrete.

## 2.03 FABRICATION OF REINFORCING BARS

- A. Comply with CRSI Manual of Standard Practice for Reinforced Concrete Construction for fabrication of reinforcing steel.
- B. Bending and Forming: Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Do not heat reinforcement for bending. Bend bars No. 6 size and larger in the shop only. Bars with unscheduled kinks or bends are not permitted. Provide only tested and permitted bar materials.
- C. Welding: Provide only ASTM A706 steel where welding is indicated. Perform welding by the direct electric arc process in accordance with AWS D1.4 and specified low-hydrogen electrodes. Preheat 6 inches each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is not permitted. Do not tack weld bars. Clean metal surfaces to be welded of loose scale and foreign material. Clean welds each time electrode is changed and chip burned edges before placing welds. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut out welds or parts of welds deemed defective, using chisel, and replace with proper welding. Prequalification of welds shall be in accordance with CBC requirements.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Bars shall be bent cold. Bars partially embedded in concrete shall not be field bent except as indicated on reviewed Shop Drawings.
- B. Before installation and just prior to placing concrete, clean reinforcing of loose scale, rust, oil, dirt and any coating that could reduce bond.
- C. Accurately position, install, and secure reinforcing to prevent displacement during the placement of concrete.
- D. Provide metal chairs to hold reinforcement the required distance above form bottoms. In beams and slab construction, provide chairs under top slab reinforcement as well as under bottom reinforcement. Space chairs so that reinforcement will not be displaced during installation. Provide metal spacers to secure proper spacing. Stirrups shall be accurately and securely wired to bars at both top and bottom. At slabs, footings, and beams in contact with earth, provide concrete blocks to support reinforcement at required distance above grade.
- E. Install and secure reinforcement to maintain required clearance between parallel bars and between bars and forms. Lapped splices shall be installed wherever possible in a

manner to provide required clearance between sets of bars. Stagger lapped splices. Dowels and bars extending through construction joints shall be secured in position against displacement before concrete is installed and subsequently cleaned of concrete encrustations while they are still soft.

- F. Do not install reinforcing in supported slabs and beams until walls and columns have been installed to underside of slabs and beams or until construction joints have been thoroughly cleaned. Reinforcing shall be inspected before placement of concrete and cleaned as required.
- G. Use deformed bars unless otherwise indicated, except for spiral reinforcement.

### 3.02 CLEAN UP

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

### 3.03 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

## SECTION 03 3000

## CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

## 1.01 SUMMARY

## A. Section Includes:

1. Cast-in-place normal weight and lightweight concrete, placement and finishing.

## B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 1000: Concrete Forming and Accessories.
3. Section 03 2000: Concrete Reinforcing.
4. Section 07 2600: Vapor Barriers.
5. Section 32 1313: Site Concrete Work.

## 1.02 REFERENCES

## A. American Concrete Institute (ACI) Publication:

1. ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 – Specifications for Structural Concrete.
3. ACI 302.1R – Guide for Concrete Floor and Slab Construction.
4. ACI 305R - Specification for Hot Weather Concreting.
5. ACI 306.1 – Standard Specification for Cold Weather Concreting.
6. ACI 308R – Guide to External Curing of Concrete.
7. ACI 318 - Building Code Requirements for Structural Concrete, as modified by CBC Sections 1903A and 1905A.

## B. American Society for Testing and Materials (ASTM) Standards:

1. ASTM C31 – Standard Specification for Making and Curing Concrete Test Specimens in the Field.

2. ASTM C33 - Standard Specification for Concrete Aggregates.
3. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
5. ASTM C88 - Standard Test Method for Soundness of Aggregates by use of Sodium Sulphate or Magnesium Sulphate.
6. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C156 – Standard Test Method for Water Loss (from a Mortar Specimen) Through Liquid membrane-Forming Curing Compounds for Concrete.
10. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
11. ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete.
12. ASTM C173 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
13. ASTM C260 – Standard Specification for Air-Entraining Admixtures for Concrete.
14. ASTM C289 - Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
15. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
16. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
17. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
18. ASTM C567 - Standard Test Method for Determining Density of Structural Lightweight Concrete.
19. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
20. ASTM C845 - Standard Specification for Expansive Hydraulic Cement



21. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
24. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
25. ASTM C1315 – Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
26. ASTM D1308 – Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes.
27. ASTM C1567 - Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method).
28. ASTM D1751 - Standard Test Method for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
29. ASTM D7234 – Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
30. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
31. ASTM E1155 - Standard Test Method for Determining  $F_F$  Floor Flatness and  $F_L$  Floor Levelness Numbers.
32. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
33. ASTM E1745 - Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
34. ASTM F710 – Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
35. ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

36. ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes.
37. ASTM F3010 – Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use under Resilient Floor Coverings.

## 1.03

## SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating locations of cast-in-place concrete Work and accessory items such as vapor barriers. Include details and locations of reinforcing, embedded items, and interfacing with other Work.
- B. Mix Design Data: Submit concrete mix designs as specified herein and in Article 2.02.
  1. Submit name, address and telephone number of the concrete production facility which the contractor intends to engage to design the concrete mixes. Submit name and qualifications of the proposed concrete technologist.
  2. Mix Design: Submit a concrete mix design for each strength and type of concrete indicated in the drawings or specified. Include water/cement ratio, source, size and amount of coarse aggregate and admixtures. Predict minimum compressive strength, maximum slump and air content percentage. Clearly indicate locations where each mix design will be used.
    - a. Water/cement ration for concrete slabs on grade shall be 0.50 maximum.
  3. Test Reports: Submit copies of test reports showing that the proposed mixes produce concrete with the strengths and properties specified. Include tests for cement, aggregates and admixtures. Provide gradation analysis.
- C. Material Samples: Submit Samples illustrating concrete finishes and hardeners, minimum 12-inch by 12-inch.
- D. Certificates: Submit certification that each of the following conforms to the standards indicated:
  1. Portland cement: ASTM C150.
  2. Normal weight concrete aggregates: ASTM C33.
  3. Lightweight concrete aggregates: ASTM C330.
  4. Aggregates: Submit evidence that the aggregate is not reactive in the presence of cement alkalis. In the absence of evidence, aggregate shall be tested by one of the methods in ASTM C33 Appendix XI, Methods for Evaluating Potential for Deleterious Expansion Due to Alkali Reactivity of an Aggregate. Aggregates deemed to be deleterious or potentially deleterious may be used with the addition of

a material that has been shown to prevent harmful expansion in accordance with Appendix XI of ASTM C33, when approved by the building official, in accordance to CBC Section 1903A5A.

5. Curing materials: ASTM C171.

E. Admixtures: Submit product data for proposed concrete admixtures.

#### 1.04 QUALITY ASSURANCE

A. Continuous inspection shall be provided at the batch plant and for transit-mixed concrete to run check sieve analysis of aggregate, check moisture content of fine aggregate, check design of mix, check cement being used with test reports, check loading of mixer trucks, and certify to quantities of materials placed in each mixer truck.

B. Inspection shall be performed by a representative of a testing laboratory selected by the OWNER. OWNER will pay for inspection costs. Notify the laboratory 24 hours in advance of time concrete is to be mixed. Notify the laboratory of postponement or cancellation of mixing within at least 24 hours of scheduling time.

C. CONTRACTOR shall assist the testing laboratory in obtaining and handling samples at the project site and at the source of materials.

D. Continuous batch plant inspection requirement may be waived in accordance with CBC Section 1705A.3.3.1. Waiver shall be in writing. When batch plant inspection is waived by DSA, the following requirements shall be met:

1. Approved inspector of the testing laboratory shall check the first batching at the start of work and furnish mix proportions to the licensed weightmaster.

2. Licensed weightmaster shall positively identify materials as to quantity and certify to each load by a ticket.

3. Tickets shall be transmitted to the Inspector by a truck driver with load identified thereon. The Inspector will not accept the load without a load ticket identifying the mix and will keep a daily record of placements, identifying each truck, its load and time of receipt and approximate location of deposit in the structure.

E. Special Inspections and Tests shall be in accordance with CBC Chapter 17A, Reinforcement and Anchor testing per CBC Section 1910A and Specification Section 01 4523.

#### 1.05 DELIVERY, STORAGE AND HANDLING

A. Store cement and aggregate materials so as to prevent their deterioration or intrusion by foreign matter. Deteriorated or contaminated materials shall not be furnished.

- B. Packaged materials shall bear the manufacturers and brand name label, and shall be stored in their original unbroken package in a weather tight place until ready for use in the work.

## 1.06 PROJECT CONDITIONS

- A. Cold Weather Requirements: Batching, mixing, delivering and placing of concrete in cold weather shall comply with the applicable requirements of ACI 306.1.
- B. Hot Weather Requirements: Batching, mixing, delivering and placing of concrete in hot weather shall comply with the applicable requirements of ACI 305R.
- C. Concrete temperature of freshly mixed concrete shall be determined per ASTM C1064.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Cement: ASTM C150. Portland Cement.
- B. Aggregates: Conform to the following standards:
  - 1. Normal weight concrete: ASTM C33.
  - 2. Lightweight concrete: ASTM C330, with fine aggregates per ASTM C33.
  - 3. Aggregate shall be tested for Potential Alkali Reactivity of Cement-Aggregate Combinations per ASTM C289.
  - 4. Nominal maximum size of coarse aggregate shall be no larger than:
    - a.  $\frac{1}{5}$  the narrowest dimension between sides of forms, nor
    - b.  $\frac{1}{3}$  the depth of slabs, nor
    - c.  $\frac{3}{4}$  the clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, or ducts.
    - d. CONTRACTOR may request the ARCHITECT and DSA waiver of the above limitations reported per ACI 318, provided that the workability and methods of consolidation are such that the concrete can be placed without honeycombs or voids.
- C. Water: Water for concrete mixes, curing and cleaning shall be potable and free from deleterious matter.

- D. Admixtures: Shall be shown capable of maintaining essentially the same composition and performance throughout the work as the product used in establishing concrete proportions in accordance with ACI 318, Section 3.6.
1. Admixtures containing chlorides or sulfides are not permitted.
  2. Air-entraining admixtures shall comply with ASTM C260. Air-entrained admixtures shall not be used for floor slabs to receive steel trowel finish.
  3. Admixtures for water reduction and setting time modification shall conform to ASTM C494.
  4. Admixtures for producing flowing concrete shall conform to ASTM C1017.
  5. Fly ash, pozzolan and ground granulated blast-furnace slag: Modify ACI 318 Sections 3.6.6 and 3.6.7 as follows:
    - a. Fly ash or other pozzolan used as a partial substitution for ASTM C150 Portland cement shall meet the following requirements:
      - 1) Shall conform to ASTM C618 for Class N or F materials (Class C is not permitted).
      - 2) 15 to 20 percent by weight of fly ash or other pozzolans shall substitute for ASTM C150 Portland cement provided the mix design is proportioned per ACI 318, Section 318 5.3.
  6. Admixtures containing ASTM C845 expansive cements shall be compatible with the cement and produce no deleterious effects.
  7. Silica fumes used as an admixture shall conform to ASTM C1240.
- E. Reinforcement Fibers: Chop strands of alkali-resistant polypropylene or nylon fibers added to the concrete mix for protection against shrinkage cracks.
- F. Expansion Joint Fillers: Preformed strips, non-extruding and resilient bituminous type, of thickness indicated, conforming to ASTM D1751.
- G. Curing:
1. Curing Paper: Shall conform to ASTM C171 and consist of two sheets of kraft paper cemented together with a bituminous material in which are embedded cords or strands of fiber running in both directions. The paper shall be light in color, shall be free of visible defects, with uniform appearance.
  2. Elevated slabs and slabs on grade may be cured at CONTRACTOR's option with curing and proactive water vapor emission and alkalinity control system. Products shall be approved by OWNER.

- a. VaporSeal 309, by Floor Seal Technology, Inc., or equal.
    - 1) ASTM C156: 0.39 kg/m<sup>2</sup>.
    - 2) ASTM C309: Exceeds requirements.
    - 3) ASTM C1315: Exceeds requirements.
    - 4) ACI 308R-01 Compliant.
  - b. Remedial Treatment: Water vapor emission and alkalinity control treatment, MES 100 by Floor Seal Technology, Inc. or equal.
    - 1) ASTM E96: <0.1 Perms.
    - 2) ASTM D1308: 14pH Resistant.
    - 3) ASTM D7234: 500+psi 100% concrete failure.
    - 4) ASTM F2170: 100%RH resistant.
    - 5) VOC Content: <100 g/L, meets SCAQMD Rule #1113.
    - 6) ASTM F3010: Meets Requirements.
  - c. Self-leveling Compounds: Ardex Engineered Cements, K15, or V1200, Schonox ZM Rapid, US Self Leveler Armstrong, S-194, or equal.
- H. Floor Hardener: Water soluble, inorganic, silicate-based curing, hardening, sealing and dustproofing compound. Aquaseal W20 by Monopole Inc., Kure-N-Harden by BASF, Chem Hard by L&M, Liqui-Hard by W. R. Meadows, or equal.
- I. Underlayment: Two component latex underlayment for filling low spots in concrete for both interior and exterior applications, from featheredge to a maximum of 3/8 inch in thickness. Underlayment shall be non-shrink and suitable for repairing exposed concrete surfaces and for underlayment of carpet, resilient, tile and quarry floor coverings. La-O-Tex by TexRite, Underlay C, RS by Mer-Krete Systems, Underlayment 962 by C-Cure, or equal.
- J. Vapor Barrier: Refer to Section 07 2600, Vapor Barriers.
- K. Stair Treads and Nosings: Two part stair tread and nosing with ribbed abrasive bars. Fabricated from 6063-T5 or 6063-T6 extruded aluminum, mill finish. Anti-slip abrasive filler consisting of aluminum oxide, silicon carbide, or a combination of both, in an epoxy-resin binder. Color shall extend uniformly throughout filler.
- 1. American Safety Tread: TP-311R.
  - 2. Balco Inc.: DST-330.

3. Nystrom: STTB-P3.375E.
  4. Wooster Products Inc.: WP-RN3SG.
  5. Equal.
- L. Grout: ASTM C1107, non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing a minimum compressive strength of 7,000 psi at 7 days; of consistency suitable for application and a 30 minute working time.

## 2.02 CONCRETE MIX

- A. Mix shall be signed and sealed by a Civil or Structural Engineer currently registered in the State of California.
- B. Strength of Concrete: Strengths and types of concretes shall be as indicated in the Drawings. Unless otherwise indicated or specified, concrete shall be provided with minimum 28-day strength of 3000 psi (f<sub>c</sub>).
- C. Concrete mix shall meet the durability requirements of ACI 318, Chapter 4.
- D. Concrete proportioning shall be determined on the basis of field experience and/or trial mixtures shall in accordance with ACI 318, Section 5.3. Proportions of materials shall provide workability and consistency to permit concrete to be placed readily into forms and around reinforcement under conditions of placement to be employed, without segregation or excessive bleeding.
- E. Ready-Mixed Concrete: Mix and deliver in accordance with requirements of ASTM C94.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Surfaces to receive concrete shall be free of debris, standing water, and any other deleterious substances before start of concrete placing.
- B. Time of Placing: Do not place concrete until reinforcement, conduits, outlet boxes, anchors, hangers, sleeves, bolts, and other embedded materials are securely fastened in place. Contact the Inspector at least 24 hours before placing concrete; do not place concrete until inspected by the Project Inspector.
- C. Pouring Record: A record shall be kept on the Project site of time and date of placing concrete in each portion of structure. Such record shall be maintained on the Project site until Substantial Completion and shall be available for examination by the ARCHITECT and DSA.

### 3.02 TOLERANCES

- A. Concrete construction tolerances shall be as specified in ACI 117 and as modified herein.
- B. Floor Flatness ( $F_F$ ) and Floor Levelness ( $F_L$ ) shall be as indicated below:

	Specified Overall Value		Minimum Local Value	
	$F_F$	$F_L$	$F_F$	$F_L$
Slabs on ground: mechanical and electrical rooms, parking structures and mortar bed set tile and quarry flooring.	20	15	15	10
Slab on ground: carpet.	25	20	17	15
Slab on ground: thinset tile and resilient flooring.	35	25	24	17
Suspended slabs: mechanical and electrical rooms, parking structures and mortar bed set tile and quarry flooring.	20	15	N/A	N/A
Suspended slabs: carpet.	25	20	N/A	N/A
Suspended slabs: thinset tile and resilient flooring.	35	20	N/A	N/A

- C. Refer to ACI 302.1R, Tables 8.1 and 8.2 Slab on Ground and Suspended Flatness/Levelness Construction Guide, for recommended concrete placing and finishing methods.
- D. Floor Flatness and Floor Levelness shall be tested in accordance to ASTM E1155. Floor measurements shall be made within 48 hours after slab installation, and shall precede removal of shores and forms.

### 3.03 PREPARATION

- A. For installation of vapor barrier refer to Section 07 2600, Vapor Barriers.
- B. Reglets and Rebates:
1. Form reglets and rebates in concrete to receive flashing, frames and other equipment as detailed and required. Coordinate dimensions and locations required with other related Work.



2. If concrete slabs on grade adjoin a wall or other perpendicular concrete surface, form a reglet in wall to receive and carry horizontal concrete Work. Reglet shall be full thickness of the slab and shall be 3/4 inch wide, unless otherwise indicated. Requirement does not apply to exterior walks, unless specifically indicated.

- C. Screeds: Install screeds accurately and maintain at required grade or slab elevations after steel reinforcement has been installed, but before starting to place concrete. Install screeds adjacent to walls and in parallel rows not to exceed 8 feet on centers.

### 3.04 INSTALLATION

#### A. Conveying and Placing:

1. Concrete shall be placed only under direct observation of the Project Inspector. Do not place concrete outside of regular working hours, unless the Inspector has been notified at least 48 hours in advance.
2. Concrete shall be conveyed from mixer to location of final placement by methods that will prevent separation or loss of materials.
3. Concrete shall be placed as nearly as practicable to its final position to avoid segregation due to re-handling or flowing. No concrete that has partially hydrated or has been contaminated by foreign materials shall be placed, nor shall re-tempered concrete or concrete which has been remixed after initial set be placed.
4. In placing concrete in columns, walls or thin sections, provide openings in forms, elephant trunks, tremies or other recognized devices, to prevent segregation and accumulation of partially hydrated concrete on forms or metal reinforcement above level of concrete being placed. Such devices shall be installed so that concrete will be dropped vertically. Unconfined vertical drop of concrete from end of such devices to final placement surface shall not exceed 6 feet.
5. Concrete shall be placed as a continuous operation until placing of panel or section is completed. Top surfaces of vertically formed lifts shall be level.
6. Concrete shall be thoroughly consolidated by suitable means during placement, and shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms.
7. Where conditions make consolidation difficult or where reinforcement is congested, batches of mortar containing same proportions of cement, sand, and water as provided in the concrete, shall first be deposited in the forms to a depth of at least one inch.

#### B. Cold Weather:

1. Provide adequate equipment for heating concrete materials and protecting concrete during freezing or near-freezing weather. All ground with which

concrete is to come in contact shall be free from frost. No frozen materials or materials containing ice shall be used.

2. The temperature of concrete at the time of placement shall not be below the minimum temperatures given in Table 3.1 of ACI 306.1.
3. Concrete shall be maintained at a temperature of at least 50° F. for not less than 72 hours after placing or until it has thoroughly hardened. Cover concrete and provide sufficient heat as required. When necessary, aggregates shall be heated before mixing. Special precautions shall be taken for protection of transit-mixed concrete.

C. Hot Weather:

1. Concrete to be placed during hot weather shall comply with the requirements of ACI 318, Section 5.13.
2. Maintain concrete temperatures indicated in Table 2.1.5 of ACI 305R to prevent the evaporation rate from exceeding 0.2 pound of water per square feet of exposed concrete per hour.
3. Cool concrete using methods indicated in ACI 305R Appendix B.
4. Place and cure concrete as specified in ACI 305R Chapter 4.

D. Compaction and Screeding:

1. Tamp freshly placed concrete with a heavy tamper until at least 3/8 inch of mortar is brought to surface. Concrete shall then be tamped with a light tamper and screeded with a heavy straightedge until depressions and irregularities are eliminated, and surface is true to finish grades or elevations. Remove excess water and debris.
2. Where slabs are to receive separate cement finish or mortar setting bed, continued tamping to raise mortar to surface is not performed. Laitance shall be removed by brushing with a stiff brush or by light sandblasting to expose clean top surface of coarse aggregate.

E. Floating and Troweling:

1. When concrete has hydrated sufficiently, it shall be floated to a compact and smooth surface. After floating, wait until concrete has reached proper consistency before troweling. Top surfaces shall receive at least 2 troweling operations with steel hand trowel. Prior to and during final troweling, apply a fine mist of water frequently with an atomizing type fog sprayer. Omit troweling for slabs to receive a separate cement finish.
2. For interior finish slabs, final troweling shall provide a hard, impervious, and non-slip surfaces, free from defects and blemishes. Finished surface shall be within

tolerances indicated in Article 3.02. Avoid burnishing. Do not add cement or sand to absorb excess moisture.

- a. Floor of Walk-In Refrigerator: Finish as specified above, to a smooth finish.
  - b. Floor of Gymnasium Locker Rooms: After floating, and while the surface is still plastic, provide a fine textured finish by drawing a fine fiber bristle broom uniformly over the surface in one direction only. Floors sloped for drainage should be brushed in the direction of flow.
3. Vertical concrete surfaces shall be finished smooth and free from marks or other surface defects.

### 3.05 CURING

- A. Length of time, temperature and moisture conditions for curing concrete shall be in accordance with ACI 318, Section 5.11.
- B. Forms containing concrete, top of concrete between forms, and exposed concrete surfaces after removal of forms shall be maintained in a thoroughly wet condition for at least 7 consecutive days after placing.
- C. If weather is hot or surface has dried out, spray surface of concrete slabs and paving with fine mist of water, starting not later than 2 hours after final troweling and continuing until sunset. Surface of finish shall be kept continuously wet until curing medium has been installed.
- D. Immediately after finishing, monolithic floor slabs shall be covered with curing paper. Paper shall be lapped 4 inches at joints and sealed with waterproof sealer. Edges shall be cemented to finish. Repair or replace paper damaged during construction operations.
- E. When curing slabs with proactive water vapor emission and alkalinity control system:
  1. Coordinate and schedule application of curing compound with concrete pour schedule, while conforming to manufacturer's application instructions.
  2. When the surface of the concrete has hardened sufficiently to sustain foot traffic pre-cure slabs with liquefied product application following manufacturer's written instructions. Application shall be by trained applicators.
  3. Monitor Environmental Conditions: Set up weather station 20 to 30 inches above freshly placed concrete. Record temperature, humidity and wind velocity measurements at 15 minute maximum intervals.
  4. Calculate Evaporation Rate: Use recorded weather information in combination with nomograph per ACI 308R, Figure 4.1, Guide to Curing Concrete, to evaluate relevant evaporation rate.

5. When the bleed water rate of the concrete is approximately equal to the surface water evaporation rate, spray curing compound material throughout surface of slabs and decks, following manufacturer's written instructions. Application shall be by trained applicators.
6. Perform the following tests at least 28 days after placement of concrete and prior to floor covering installation. Submit to OWNER test results indicating locations that do not comply with scheduled flooring installation requirements.
  - a. Calcium chloride testing per ASTM F1869.
  - b. Relative humidity testing per ASTM F2170.
  - c. Alkalinity testing per ASTM F710.
  - d. Perform concrete bond layer humidity meter testing to determine substrate surface acceptability.
7. Areas emitting moisture and alkalinity at rates exceeding floor covering manufacturer's published ASTM F1869 limits, shall receive a corrective coating, at no cost to the OWNER, as follows:
  - a) Mask and protect adjacent walls and floor surfaces from effects of scarification and application of remedial treatment.
  - b) Scarify slab surface in area of application by shot blasting or other method acceptable to corrective coating manufacturer.
  - c) Prepare and fill cracks, control joints and cold joints.
  - d) Apply two-component modified epoxy penetrant and coating with roller and squeegee over required treatment area; saturate surfaces to ensure a through mechanical bond.
  - e) Clean and fill divots, chips, voids and other surface irregularities with one hundred percent Portland cement based patching compound or cementitious fill.
  - f) Apply cementitious surfacing over coating in areas to receive resilient and wood floor coverings to facilitate adhesion; apply to a thickness of 1/8 inch.

### 3.06 FILLING, LEVELING AND PATCHING

- A. Concrete slabs exhibiting high or low spots and indicated to receive resilient floor covering or soft floor covering, shall have surfaces repaired. High spots shall be honed, or ground with power-driven machines to required tolerances. Low spots shall be filled with latex underlayment, installed in strict accordance with manufacturer's written recommendations.

- B. Holes resulting from form ties or sleeve nuts shall be solidly packed, through exterior walls, by pressure grouting with cement grout, as specified. Grouted holes on exposed surfaces shall be screeded flush and finished to match adjoining surfaces.
- C. Cement Base: Cement base shall be of the height, thickness, and shape detailed. Base shall be reinforced with one inch mesh, 18 gage, zinc-coated wire fabric. Base finish mixture shall be one part Portland cement, 2 parts of fine aggregate and one part pea gravel. Colored cement base shall include a chemically inert mineral oxide pigment in the mix.

### 3.07 FINISHING

- A. Soda and Acid Wash: Concrete surfaces to receive plaster, paint or other finish, and which have been formed by oil coated forms, shall be scrubbed with a solution of 1-1/2 pounds of caustic soda to one gallon of water. Surfaces where smooth wood or waste molds have been furnished shall be scrubbed with a solution of 20 percent muriatic acid. Wash with clean water after scrubbing.
- B. Sacking: Exposed concrete curbs, walls, and other surfaces shall be sacked by an application of Portland cement grout, floated, and rubbed. Sacking shall not be performed until patching and filling of holes has been completed. Entire sacking operation for any continuous area shall be started and completed within the same day.
  - 1. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having consistency of thick paint. Wet surface of concrete sufficiently to prevent absorption of water from grout. Apply grout uniformly with a brush or spray gun, then immediately float surface with a cork or other suitable float, scouring wall vigorously.
  - 2. While grout is still plastic, finish surface with a sponge-rubber float, removing excess grout. Allow surface to dry thoroughly, then rub vigorously with dry burlap to completely remove dried grout. No visible film or grout shall remain after rubbing with burlap.
- C. Sandblasting: Exterior concrete surfaces to receive stucco dash coat finish, where plywood or other smooth forms have been furnished, shall be uniformly sand-blasted with sharp quartz sand under sufficient air pressure to remove dirt, form oil and other foreign materials, and roughen surface to provide a proper bond. Such surfaces shall be thoroughly washed with clean water after sandblasting.
- D. Abrasive: Concrete stair treads, landings, ramps and steps on interior and exterior of buildings, and interior exposed concrete floors in shop buildings shall receive an abrasive finish.
- E. Floor Hardener: Exposed interior concrete floors throughout shall be treated with floor hardener.

1. Protect adjacent surfaces. Clean surfaces to receive treatment in accordance with manufacturer's instructions, ensuring that all stains, oil, grease, form release agents, laitance, dust and dirt are removed prior to application.
  2. Apply hardener in accordance with manufacturer's instructions as soon as concrete is firm enough to work on after final troweling.
- F. Cement Grout and Dry-Pack Concrete: Cement grout shall be mixed at the Project site and shall be composed of one volume of Portland cement and 2-1/2 volumes of fine aggregate. Materials shall be mixed dry with sufficient water added to make mixture flow under its own weight. When grout is used as a dry pack concrete, add sufficient water to provide a stiff mixture, which can be molded into a sphere.
- G. Broom Finish: Exterior stair treads and landings shall be provided with a non-slip broom finish in addition to abrasive finish specified.
- H. Abrasive Stair Nosing: Nosing shall be installed according to manufacturers written recommendations.

### 3.08 EXPANSION AND CONSTRUCTION JOINTS

- A. Construction Joints: Details and proposed location of construction joints shall be as indicated on the Drawings, located to least impair strength of structure, in accordance with the following:
1. Thoroughly clean contact surface by sand blasting entire surface not earlier than 5 days after initial placement.
  2. A mix containing same proportion of sand and cement provided in concrete plus a maximum of 50 percent of coarse aggregate shall be placed to a depth of at least one inch on horizontal joints. Vertical joints shall be wetted and coated with a neat cement grout immediately before placing of new concrete.
  3. Should contact surface become coated with earth, sawdust, or deleterious material of any kind after being cleaned, entire surface shall be re-cleaned before applying mix.
- B. Expansion Joints: Provide expansion joints where indicated in walks and exterior slabs. Space approximately 20 feet apart, unless otherwise indicated. Joints shall extend entirely through slab with joint filler in one piece for width of walk or slab. Joint filler shall be 3/8 inch thick, unless otherwise indicated.
- C. Tooled Joints: Slabs, walks and paving shall be marked into areas as indicated with markings made with a V-grooving tool. Marks shall be round-edged, free from burrs or obstructions, with clean cut angles and shall be straight and true. Walks, if not indicated, shall be marked off into rectangles of not more than 12 square feet and shall have a center marking where more than 5 feet wide.

## 3.09 TESTING

## A. Molded Cylinder Tests:

1. Inspector or testing lab personnel will prepare cylinders and perform slump tests. Samples for concrete strength shall be taken in accordance to ASTM C172. Each cylinder shall be dated, given a number, point in structure from which sample was obtained, mix design number, mix design strength and result of accompanying slump test noted.
2. Separate tests of molded concrete cylinders obtained at same place and time shall be made at age of three days, seven days, and 28 days. A strength test shall be the average of the compressive strength of two cylinders, obtained from the same sample of concrete and tested at 28 days or at test age designated for determination of  $f_c$ .
3. Test cylinders shall be prepared at the Project site and stored in testing laboratory in accordance with ASTM C31, and tested in accordance with ASTM C39.

## B. Core Test: At request of the ARCHITECT, cores of hardened concrete shall be cut from portions of hydrated structures for testing, in accordance with CBC and ASTM C42.

1. Provide 4 inch diameter cores at representative places throughout the structure as designated by the ARCHITECT.
2. In general, provide sufficient cores to represent concrete placed with at least one core for each 4,000 square feet of building area, and at least 3 cores total for each Project.
3. Where cores have been removed, fill voids with drypack, and patch the finish to match the adjacent existing surfaces.

## C. Concrete Consistency: Measure consistency according to ASTM C143. Test twice each day or partial day's run of the mixer.

## D. Adjustment of Mix: If the strength of any grade of concrete for any portion of Work, as indicated by molded test cylinders, falls below minimum 28 days compressive strength specified or indicated, adjust mix design for remaining portion of construction so that resulting concrete meets minimum strength requirements.

## E. Air Content Testing: Measure in accordance to ASTM C173 or ASTM C231, for each composite sample taken in accordance to ASTM C172.

## F. Defective Concrete:

1. Should strength of any grade of concrete, for any portion of Work indicated by tests of molded cylinders and core tests, fall below minimum 28 days strength specified

or indicated, concrete will be deemed defective Work and shall be replaced or adequately strengthened in a manner acceptable to the ARCHITECT and DSA.

2. Concrete Work that is not formed as indicated, is not true within 1/250 of span, not true to intended alignment, not plumb or level where so intended, not true to intended grades and levels, contains sawdust shavings, wood or embedded debris, or does not fully conform to Contract provisions, shall be deemed to be defective Work and shall be removed and replaced.

- G. Concrete for Equipment Pads, Mechanical and Electrical Work: Unless otherwise indicated, strength shall have a minimum  $f'c = 3,000$  psi. Exposed concrete shall be provided with a hand trowel finish with radius corners and edges. Form and place concrete where necessary as described in Section 03 1000 Concrete Forming and Accessories, and reinforced as described in Section 03 2000 Concrete Reinforcing. Calcium chloride shall not be furnished in any concrete mix provided for the installation of underground electrical conduits. For concrete encasement of more than one conduit, furnish 3/4 inch maximum aggregate.

### 3.10 CLEAN UP

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

### 3.11 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION



SECTION 04 2200

CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Reinforcing steel.
3. Mortar, grout and grouting.
4. Bolts, anchors, hardware, metal frames, and other insert items.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 01 4523 - Testing and Inspection.
3. Section 03 1000 - Concrete Forming and Accessories.
4. Section 03 2000 - Concrete Reinforcing.
5. Section 03 3000 - Cast-In-Place Concrete.
6. Section 05 1000 - Structural Steel Framing.
7. Section 08 1113 - Hollow Metal Doors and Frames.

1.02 REFERENCES

A. American Society for Testing and Materials International (ASTM):

1. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
2. ASTM C90 - Standard Specification for Load Bearing Concrete Masonry Units.
3. ASTM C94 - Standard Specification for Ready-Mixed Concrete.

4. ASTM C140 - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
  5. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
  6. ASTM C150 - Standard Specification for Portland Cement.
  7. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
  8. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
  9. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
  10. ASTM C426 - Standard Test Method for Linear Drying Shrinkage of Concrete Masonry Units.
  11. ASTM C476 - Standard Specification for Grout for Masonry.
  12. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
  13. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
  14. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
  15. ASTM C1586 – Standard Guide for Quality Assurance of Mortars.
- B. Masonry Standards Joint Committee (MSJC), the Masonry Society (TMS), American Concrete Institute (ACI) and American Society of Civil Engineers (ASCE).
1. TMS 602/ACI 530.1/ASCE 6 – Specification for Masonry Structures.
  2. TMS 402/ACI 530/ASCE 5 – Building Code Requirements for Masonry Structures.

### 1.03 SUBMITTALS

- A. Mix Design: Submit grout and mortar mix designs. Mix designs shall be signed and sealed by a Civil or Structural Engineer registered in the State of California.
- B. Product Data: Submit manufacturer's Product Data for assembly components, materials, and accessories. Submit certificates and data assuring that the proposed materials meet the specified ASTM standards.
- C. Samples: Submit Samples for each type of required masonry unit, including reinforcement and accessories.

- D. Shop Drawings: Indicate wall reinforcement, splice locations and bending diagrams.
- E. Admixtures: Additives and admixtures to mortar and grout shall not be used unless approved by the enforcing agency. Submit product data for any proposed admixture.

#### 1.04 REGULATORY REQUIREMENTS

- A. Perform the Work in accordance with CBC, Chapter 21A.
- B. Comply with requirements of TMS 602.

#### 1.05 QUALITY ASSURANCE

- A. Comply with the requirements of Section 01 4523 - Testing and Inspection.
- B. Concrete Masonry Units:
  - 1. Notify the testing laboratory a minimum of 45 days in advance of installing concrete unit masonry, to allow for preconstruction testing of the units.
    - a. Units will be sampled and tested in accordance with ASTM C140 for compressive strength, absorption and moisture content.
    - b. Units will be sampled and tested in accordance with ASTM C426 for linear drying shrinkage.
  - 2. The material testing laboratory shall receive concrete masonry unit specimens for testing from masonry unit manufacturer. Number of specimens shall be as indicated in referenced ASTM standard tests. Testing laboratory will perform and send test results to the ARCHITECT and Project Inspector.
- C. Portland Cement: Submit certification from the cement manufacturer that the cement proposed for use on the project has been manufactured in accordance with ASTM C150. Certification shall include test results made on cement samples during production.
- D. Mortar and Grout Tests: Prior to the beginning of masonry work, mortar and grout will be tested, unless prism tests will be performed as indicated below.
  - 1. Mortar: Shall conform to ASTM C270 Table 2 for Type S mortar.
    - a. Provide qualifications of mortar as meeting ASTM C270 at the beginning of the job and whenever mix design is changed.
    - b. Mortars will be evaluated during preconstruction and tested during construction for proportioning or compressive strength in accordance to ASTM C780.

2. Grout: Shall conform to ASTM C476, and will be tested in accordance with ASTM C1019. Compressive strength shall equal or exceed specified compressive strength ( $f'm$ ) at 28 days, but not less than 2,000 psi.

- a. Ready-Mix Grout: Grout manufacturer shall furnish batch ticket information in accordance to ASTM C94.

- E. Prism Test: The compressive strength of concrete masonry will be determined by the prism test method prior to the start of construction and during construction.
- F. Masonry Core Testing: Core testing will be performed in accordance with CBC, Section 2105A.4.
- G. Inspection During Installation: A special inspector will continuously observe the installation of reinforced masonry. The Project Inspector shall be responsible for monitoring the work of the special inspector and testing laboratories to ensure that the testing program is satisfactorily completed.
- H. OWNER will be responsible for the costs of original tests and inspection.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Store units above grade on level platforms or pallets, in a dry location.
- B. Store cementitious materials and aggregates in such a manner as to prevent deterioration or intrusion of foreign matter or moisture.
- C. Handle units on pallets or flat bed barrows. Free discharge from conveyor units or transportation in mortar trays is not permitted.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Concrete Unit Masonry: Modular **normal** weight conforming to ASTM C90, hollow load-bearing concrete unit masonry. Masonry units shall meet the minimum compressive strength requirements of ASTM C90, or as indicated on project drawings, whichever is greater.
  1. Concrete masonry unit sizes shall be as indicated on the drawings.
  2. Provide open-end units at walls to be fully grouted.
  3. Provide closed-end units at walls and at openings where ends will be exposed in finish Work; provide bond beam blocks where horizontal reinforcement is indicated.

4. Provide special shapes and accessory units at locations indicated on Drawings.
  5. Provide smooth texture units, color shall be Angelus Block OAK or equal.
  6. Masonry unit shall have been cured for a minimum of 28 days.
  7. Masonry unit shall have maximum liner shrinkage of 0.065 percent from saturated to oven dry.
- B. Portland Cement: ASTM C150, Type II, from one source.
  - C. Hydrated Lime: ASTM C207, Type S.
  - D. Aggregates: ASTM C144 for mortar and ASTM C404 for grout.
  - E. Mortar: ASTM C270, Type S, conforming to the property specifications of CBC Table 2103A.8 (2).
  - F. Grout: ASTM C476.
  - G. Admixture for Grout: Grout Aid, as manufactured by Sika Chemical Corp., or equal.
  - H. Water: Clean, potable, free from substances deleterious to mortar, grout or reinforcement.
  - I. Reinforcing Steel: Provide and install reinforcing steel in accordance with Section 03 2000 - Concrete Reinforcing.
  - J. Cleaning Materials: Sure Klean No. 600 detergent by ProSoCo.
  - K. Miscellaneous Materials: As required to complete the Work.
  - L. Anchor Bolts: Shall be hex headed bolts conforming to ASTM A307 Grade A with the dimensions of the hex head conforming to ANSI/ASME B18.2.1.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Discard units with cracks or other defects not complying with requirements of ASTM C 90.

#### 3.02 CONSTRUCTION

- A. Construct per applicable provisions of CBC and TMS 602.
- B. Conform to TMS 602 for hot and cold weather masonry construction.

### 3.03 MORTAR AND GROUT MIXING

- A. Mortar: Shall provide a minimum strength of 1,800 psi.
- B. Grout: Shall provide a minimum strength of 2,000 psi or as indicated in the drawings, whichever is higher. Grout space requirements for coarse and fine grouts shall be per Table 7 of TMS 602. Add Sika Chemical Corp. Grout Aid per manufacturer's instructions.
- C. Measurements: Measure in calibrated devices that can be checked at any time.
  - 1. Add water for workable consistency.
  - 2. Shovel measurements are not permitted.
- D. Mixing: Mix in accordance to TMS 602.
  - 1. Mortar: Mix cementitious materials and aggregates between three and five minutes in a mechanically operated mixer. Mix dry ingredients with a sufficient amount of water to provide a workable mix. Batches of less than one sack of cement, and fractional sack batches are not permitted.
  - 2. Factory Blended Mortar: Mix in accordance with manufacturer's recommendations.
  - 3. Grout: Add sufficient water for a workable mix that will flow into all voids of the masonry without separation or segregation. Grout slump shall be between 8 and 11 inches.
- E. Re-tempering Time Limit: Use mortar within 2 ½ hours after mixing. Discard any mortar that has been mixed longer or that has begun to set. If necessary re-temper within this time limit, by replacing only water lost due to evaporation and by thoroughly remixing.

### 3.04 INSTALLATION OF MASONRY UNITS

- A. Workmanship: Install masonry plumb and true to line with straight level joints of uniform thickness. Comply with TMS 602 tolerances. Maintain masonry clean during and after installation.
  - 1. Lay-out and incorporate embedded hardware items.
  - 2. Assist other trades with built-in items, which require cutting and fitting of masonry.
  - 3. Cut block units with a diamond saw or carborundum wheel. Trowel or chisel cutting is not permitted.

4. Keep cavities clear of droppings and debris. Remove droppings prior to grouting.
- B. Reinforcing Steel: Install as indicated on Drawings. Except as otherwise indicated, install reinforcement in accordance with standards of Concrete Reinforcing Steel Institute and to requirements specified in Section 03 2000 - Concrete Reinforcing. Do not splice vertical reinforcement except where indicated on the Drawings.
- C. Shoring: Provide temporary shoring for lintels with sufficient strength to carry load without deflecting. Remove temporary shoring not less than 28 days after masonry has been installed.
- D. Block Installation: Clean dirt and dust from surfaces before installation. Do not wet masonry units.
  1. Foundation preparation: Clean top surface of concrete foundation of dirt, projections and laitance before starting masonry construction. Wet saw cutting of units immediately prior to laying is permitted.
  2. Install masonry with mortar to required joint thickness. Install blocks with 3/8-inch mortar bed. Fill head joints solid, install tightly to adjoining units. Provide 3/8-inch joint thickness.
    - a. Hold racking to a minimum.
    - b. No toothing is permitted.
    - c. If it becomes necessary to move a unit after it has been installed, remove the unit, discard the mortar, and install the unit in fresh mortar.
  3. Anchor Bolts: Provide 1/2-inch minimum grout space between bolts and masonry.
  4. Bond: Unless otherwise indicated, install units in common running bond.
  5. Finish Joint Treatment: Unless otherwise indicated, cut both interior and exterior joints flush, and tool slightly concave to a dense, uniform surface.
  6. Grouting: Unless noted otherwise on Drawings, completely fill cells with grout.
- E. Steel Door Frames:
  1. Locate door frames accurately, install plumb, Set frames to floor with powder driven or expansion anchors to floor surface and brace in position before start of masonry installation.
    - a. Frames are specified to be furnished with adjustable anchors.

- b. Fill interior of frames solid with mortar or grout as walls are constructed.
- 2. Provide temporary wood spreaders from jamb to jamb and from head to floor to ensure that jambs do not bow-in, distort from a straight line, or deflect from superimposed loads during construction.

### 3.05 GROUTING

- A. Prior to grouting all cells shall be cleaned so that all spaces to be filled with grout do not contain mortar projections greater than 1/4 inch, loose mortar or foreign material.
- B. Grout materials and water contents shall be controlled to provide adequate fluidity for placement without segregation of the constituents, and shall be mixed thoroughly. Reinforcement shall be properly positioned and solidly embedded in the grout.
- C. The grouting of any section of wall shall be completed in one day with no interruptions greater than one hour.
- D. Between grout pours, a horizontal control joint shall be formed by stopping all wythes at the same elevation and with the grout stopping at 1 1/2 inches below a mortar joint, except at the top of the wall. Where bond beams occur, the grout pour shall be stopped a minimum of 1/2 inch below the top of the masonry.

### 3.06 LOW-LIFT GROUTING FOR HOLLOW MASONRY UNITS

- A. Grouting shall meet the requirements of CBC Section 2104A.1.3.
- B. After mortar joints have set, cells are cleaned of mortar and debris, and reinforcement is installed and inspected, grout cells in 4-foot maximum lifts. Horizontal and vertical reinforcement shall be held in place within permitted tolerances by suitable devices.
- C. Grout may be installed by pump, tremie or bucket, using hoppers to avoid spilling on exposed surfaces.
- D. All grout shall be consolidated and reconsolidated with a mechanical vibrator after placing so as to completely fill all voids and to consolidate the grout. Grouted walls shall be solid and without voids.

### 3.07 HIGH-LIFT GROUTING OPTION FOR HOLLOW MASONRY UNITS

- A. Grouting shall meet the requirements of CBC Section 2104A.1.3 and DSA IR 21-2.
- B. High-lift grouting shall apply only to cell sizes available with 8 inch and wider block units. This method is subject to approval of the Division of the State Architect (DSA).



- C. Provide bond beam units, inverted for start course, and omit alternate blocks or remove entire face shell of every other unit to allow access to all cells on bottom course for cleanouts.
- D. Plug each cleanout by setting a face shell in mortar into opening and securely bracing it in place to prevent displacement. If masonry is not exposed in finish Work, cleanouts may be formed.
- E. Grouting: Grouting shall be done in a continuous pour in lifts not exceeding 5-foot in height. The grouting of any section of a wall between control barriers shall be completed in one day, with no interruptions greater than one hour.
- F. Consolidating: Grout shall be consolidated by mechanical vibration only, and shall be reconsolidated after excess moisture has been absorbed, but before plasticity is lost. Vibrating of reinforcing steel is not permitted.

### 3.08 CURING

- A. Remove efflorescence, stains, debris, excess grout, and foreign matter.
- B. During curing, or for any other purpose, do not saturate masonry with water.

### 3.09 PARGE COAT

- A. Apply parge coat to the earth side of surfaces that are to receive waterproofing.
- B. A Portland cement and sand mix (1:3.5 by volume) or Type S mortar may be used for the parge coat.
- C. Parging should be applied to damp (not saturated) concrete masonry in two 1/4 inch thick layers. The first coat should be roughened when partially set, hardened for 24 hours, and then moistened before second coat is applied. The second coat should be trowelled to a smooth, dense surface.
- D. The parge coat should be beveled at the top to form a wash, and thickened at the bottom to form a cove between the base of the wall and the top of footing.

### 3.10 CLEANING

- A. At completion of masonry Work, remove misplaced mortar, grout or other foreign substances, and clean surfaces which will be exposed in finish Work with specified cleaner, or with clean water and stiff fiber brushes.
- B. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

### 3.11 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 05 0513  
HOT-DIP GALVANIZING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Hot-dip galvanizing of structural steel articles.
2. Hot-dip galvanizing of fabricated steel assemblies.
3. Hot-dip galvanizing of fencing steel assemblies.
4. Preparation of galvanized steel assemblies for painting.

B. Related Sections:

1. Division 01 - General Requirements.
2. Section 05 1200: Structural Steel Framing.
3. Section 05 5000: Metal Fabrications.
4. Section 09 9000: Painting and Coating.

1.02 REFERENCES

A. American Galvanizers Association (AGA):

1. Inspection of Products Hot-dip Galvanized after Fabrication.
2. The Design of Products to be Hot-dip Galvanized after Fabrication.
3. Recommended Details of Galvanized Structures.

B. ASTM International (ASTM):

1. ASTM A123 – Standard Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
2. ASTM A143 – Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement.

3. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
4. ASTM A384 – Standard Practice for Safeguarding Against Warpage and Distortion during Hot-Dip Galvanizing of Steel Assemblies.
5. ASTM A385 – Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip).
6. ASTM A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
7. ASTM B6 – Standard Specification for Zinc.
8. ASTM D6386 – Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting.
9. ASTM D7803 - Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Powder Coating.
10. ASTM E376 - Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Test Methods.

C. The Society for Protective Coatings (SSPC):

1. SSPC-SP1 – Solvent Cleaning.
2. SSPC-SP2 – Hand Tool Cleaning.
3. SSPC-SP3 – Power Tool Cleaning.
4. SSPC-SP5 – White Metal Blast Cleaning.
5. SSPC-SP7 – Brush-Off Blast Cleaning.
6. SSPC-SP10 – Near White Blast Cleaning.
7. SSPC-SP11 – Power Tool Cleaning to Bare Metal.
8. SSPC-SP16 - Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.

### 1.03 COORDINATION WITH STEEL FABRICATOR

- A. Prior to fabrication, steel fabricators shall submit approved fabrication shop drawings to the galvanizer. The Galvanizer shall review fabricator shop drawings for suitability of materials for galvanizing and coatings and coordinate any required fabrication modifications.

- B. Steel Fabricator shall notify the galvanizer of steel fabrications that exceed the ASTM A385 recommended percentages for carbon, phosphorus, manganese and silicon, so special galvanizing processing techniques are used.
- C. Coordinate with steel fabricator appropriate marking and masking materials.

#### 1.04 QUALITY ASSURANCE

- A. Coating Applicator: Company specializing in hot-dip galvanizing after fabrication following the procedures in the Quality Assurance Manual of the American Galvanizers Association.
- B. Galvanizer shall have an in-plant inspection program designed to maintain the coating thickness, finish, and appearance within the requirements of this Section.

#### 1.05 SUBMITTALS

- A. Galvanizing Certificate of Compliance: Provide notarized Certificate of Compliance with ASTM standards and specifications herein listed. The Certificate shall be signed by the galvanizer and contain a detailed description of the material processed. The Certificate shall include information as to the ASTM standard used for the coating.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Package and handle galvanized material in a manner which will avoid damage to the zinc coating.
- B. Store in dry, well-ventilated conditions until shipping.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Steel for Galvanizing: As specified in Sections:
  - 1. Section 05 1200: Structural Steel Framing.
  - 2. Section 05 5000: Metal Fabrications.
- B. Zinc for Galvanizing: Conform to ASTM B6, as specified in ASTM A123.

### PART 3 – EXECUTION

#### 3.01 PREPARATION

- A. Remove welding slag, splatter, anti-splatter compounds and burrs remaining in steel articles.

- B. Provide drainage and venting holes in tubular assemblies. In thicker material drill holes in place of punching. Holes shall have a relatively uniform circumference. Punched holes or burned holes with a plasma torch shall be treated with a drill to even the diameter to appropriate size.
- C. Masking installed by steel fabricator shall remain in place through galvanizing process completion.
- D. Provide lifting lugs to allow for handling during galvanizing. Avoid the use of chains or wires directly connected to steel articles.
- E. Safeguard against warpage or distortion of steel members in accordance with ASTM A384.
- F. Pre-clean steel work in accordance with accepted methods to produce an acceptable surface for quality hot-dip galvanizing. Remove surface contaminants and coatings that are not removable by the normal chemical cleaning process in the galvanizing operation by grit-blasting, sand-blasting, or other mechanical means.
- G. Follow the degreasing, pickling and fluxing steps to remove remaining oxides and to deposit a protective layer on the steel to prevent any further oxides from forming on the surface prior to immersion in the molten zinc.

### 3.02 COATING APPLICATION

- A. Galvanize steel articles, fabrications and assemblies by the hot-dip process in accordance with ASTM A123. The bath chemistry shall be as specified by ASTM B6, and requires at least 98% pure zinc maintained at approximately 840 F.
- B. Galvanize bolts, nuts, washers and iron and steel hardware components in accordance with ASTM A153.
- C. Safeguard products against steel embrittlement in conformance with ASTM A143.
- D. Once the fabricated items' coating growth is complete, withdraw slowly from the galvanizing bath, and remove the excess zinc by draining, vibrating, and/or centrifuging.
- E. Prepare galvanized products for powder coating in accordance to ASTM D7803. Prepare galvanized products for painting in accordance to ASTM D6386.
- F. Handle articles to be galvanized in such a manner as to avoid mechanical damage and to minimize distortion.
- G. Apply a chromate passivation treatment to fabrications that will not be painted after galvanizing to minimize the wet storage staining which may occur on articles unable to be stored in dry, well-ventilated conditions.

### 3.03 COATING REQUIREMENTS

- A. Conform to paragraph 6.1 of ASTM A123, or Table 1 of ASTM A153, as applicable.

- B. Surface Finish: Continuous, adherent, as smooth and evenly distributed as possible and free from any defect detrimental to the stated end use of the coated article
- C. Adhesion: Withstand normal handling consistent with the nature and thickness of the coating and normal use of the article.

#### 2.04 TESTS

- A. Inspection and testing of hot-dip galvanized coatings shall be done under the guidelines provided in the AGA publication Inspection of Products Hot-dip Galvanized after Fabrication. Tests and inspections shall be performed immediately after the coating is applied and has cooled to ambient temperature, and before it leaves the galvanizing facility.
- B. Include visual examination and test methods in accordance with ASTM A123, or A153, as applicable, to determine the thickness of the zinc coating on the metal surface.
- C. During the visual inspection, if adhesion concerns are suspected, such as peeling or flaking of the galvanized coating, then adhesion testing using the stout knife method shall be conducted. Embrittlement testing is required when there is evidence of embrittlement and shall be conducted per the requirements of ASTM A143.
- D. Upon completion of tests furnish notarized Certificate of Compliance with ASTM standards and specifications herein listed.

#### 3.05 REPAIR OF DAMAGED COATINGS

- A. Smooth out rough surfaces, bumpy or high spots and icicles by hand filing or power sanding the area without removing any more zinc coating than necessary. Repair damaged galvanized surface with a zinc rich coating.
- B. Repair areas damaged during galvanizing process or handling by one of the approved methods in accordance with ASTM A780 whenever damage exceeds 3/16" in width. Minimum thickness requirements for the repair shall be per ASTM A123, Section 6.2.
- C. Remove lifting lugs and repair coating with a zinc rich coating.
- D. Surface preparation for application of zinc rich coating shall be in accordance to ASTM A780.
  - 1. Clean areas in accordance to SSPC-SP2.
  - 2. Prepare surface for zinc spray in accordance to SSPC-SP5, or zinc rich paint repair in accordance to SSPC-SP10.

#### 3.06 PREPARATION FOR TOP COATING

- A. Galvanized fabrications indicated on the drawings to be painted shall be prepared in accordance to ASTM D6836.
  - 1. Surface cleaning prior to surface preparation in accordance to SSPC-SP1.
  - 2. Removal of zinc high spots and cleaning of light deposits of zinc reaction products in accordance to SSPC-SP2 or SSPC-SP3.
  - 3. Profile surface in accordance to SSPC-SP7 or SSPC-SP11.
- B. Galvanized fabrications indicated on the drawings to be powder coated shall be prepared in accordance to ASTM D7803.
  - 1. Surface cleaning and removal of oil and grease in accordance to SSPC-1.
  - 2. Surface smoothing and removal of loose particles in accordance to SSPC-SP-2 or SSPC-SP3.
  - 3. Sweep blasting and surface profiling in accordance to SSPC-SP16.

END OF SECTION



SECTION 05 1200

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Structural steel.
2. Architecturally exposed structural steel.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 01 4523 - Testing and Inspection.
3. Section 03 3000 - Cast-In-Place Concrete.
4. Section 04 2200 - Concrete Unit Masonry.
5. Section 05 0513 – Hot-Dip Galvanizing.
6. Section 05 1000 – Metal Stairs and Railings.
7. Section 05 3000 - Metal Decking.
8. Section 05 5000 - Metal Fabrications.
9. Section 07 8116 - Cementitious Fireproofing.
10. Section 09 9000 - Paints and Coatings.

1.02 REFERENCES

A. CBC Chapter 22A.

B. American Institute of Steel Construction (AISC):

1. AISC – Steel Construction Manual:
  - a. AISC 360 Specifications for Structural Steel Buildings.

05/16/2019

- b. AISC Code of Standard Practice for Steel Buildings and Bridges.
  - c. RCSC Specification for Structural Joints Using High Strength Bolts.
- 2. AISC 341 - Seismic Provisions for Structural Steel Buildings.
  - 3. AISC 358 - Prequalified Connections for Special and Intermediate Steel Moment Frames for Seismic Applications.
- C. ASTM International (ASTM):
- 1. ASTM A36 – Standard Specification for Carbon Structural Steel.
  - 2. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. ASTM A108 – Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
  - 4. ASTM A123 – Standard Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
  - 5. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 6. ASTM A307 – Standard Specification for Carbon Steel Bolts and Studs, and Threaded Rod 60000 PSI Tensile Strength.
  - 7. ASTM A435 - Standard Specification for Straight-Beam Ultrasonic Examination of Steel Plates.
  - 8. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
  - 9. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
  - 10. ASTM A572 – Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
  - 11. ASTM A653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 12. ASTM A673 - Standard Specification for Sampling Procedure for Impact Testing of Structural Steel.

05/16/2019

13. ASTM A992 – Standard Specification for Structural Steel Shapes.
14. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
15. ASTM E23 - Standard Test Methods for Notched Bar Impact Testing of Metallic Materials.
16. ASTM E112 - Standard Test Methods for Determining Average Grain Size.
17. ASTM F3125 - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions.
18. ASTM F436 – Standard Specification for Hardened Steel Washers Inch and Metric Dimensions.
19. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners, Inch and Metric Series.
20. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55 and 105-Ksi Yield Strength.
21. ASTM F1852 – Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

D. American Welding Society (AWS):

1. AWS D1.1 – Structural Welding Code - Steel.
2. AWS D1.8 – Structural Welding Code – Seismic Supplement.
3. AWS A2.4 – Standard Symbols for Welding, Brazing, and Nondestructive Examination.
4. AWS B2.1 – Base Metal Grouping for Welding Procedure and Performance Qualification.

E. SSPC – Steel Structures Painting Council:

1. SSPC-SP2 - Hand Tool Cleaning.
2. SSPC-PA-1 - Shop, Field and Maintenance Coating of Metals.

## 1.03 REGULATORY REQUIREMENTS

05/16/2019

- A. Structural steel shall conform to CBC requirements, except that steel manufactured by acid Bessemer process is not permitted for structural purposes.
- B. Sheet and strip steel other than those listed in CBC, if provided for structural purpose, shall comply with DSA requirements.

#### 1.04 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings, including complete details and schedules for fabrication and shop assembly of members, and details, schedules, procedures and diagrams showing the sequence of erection. Fully detail minor connections and fastenings not shown or specified in the Contract Documents to meet required conditions using similar detailing as shown in the Contract Documents. Include a fully detailed, well controlled sequence and technique plan for shop and field welding that minimizes locked in stresses and distortion; submit sequence and technique plan for review by the ARCHITECT.
  - 1. Include details of cuts, connections, camber, and holes in accordance with Figure 4.5 of AWS D1.1 or AISC Chapter J, weld position plan and other pertinent data. Indicate welds by standard AWS symbols, and show size, length and type of each weld.
  - 2. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed for Work specified in other sections.
  - 3. Erection and Bracing Plan and Erection Procedure: Submit an erection and framing plan, including columns, beams, and girders, signed and sealed by a Structural or Civil Engineer registered in the State of California in accordance with Title 8 California Code of Regulations, Section 1710, Structural Steel Erection. Maintain a copy at the Project site as required by the California Division of Industrial Safety.
  - 4. Submit a list of steel items to be galvanized.
  - 5. Include identification and details of Architecturally Exposed Structural Steel (AESS) members, if applicable.
- B. Product Data: Submit copies of fabricator's specifications and installation instructions for the following products. Include laboratory test reports and other data required demonstrating compliance with these Specifications:
  - 1. Structural steel, each type; including certified copies of mill reports covering chemical and physical properties.
  - 2. Welding electrodes.

05/16/2019

3. Welding gas.
  4. Unfinished bolts and nuts.
  5. Structural steel primer paint.
  6. High-strength bolts, including nuts and washers.
- C. Manufacturer's Mill Certificate: Submit, certifying that products meet or exceed specified requirements.
- D. Mill Test Reports: Submit manufacturer's certificates, indicating structural yield and tensile strength, destructive and non-destructive test analysis.
- E. Welding Procedure Specifications (WPS): Submit weld procedures for all welding on project to OWNER's testing laboratory for approval. After approval by testing laboratory, submit to ARCHITECT for Record. Weld procedures shall be qualified as described in AWS D1.5, AISC 341 and AISC 358, as applicable. Weld procedures shall indicate joints details and tolerances, preheat and interpass temperature, post-heat treatment, single or multiple stringer passes, peening of stringer passes for groove welds except for the first and the last pass, electrode type and size, welding current, polarity and amperes and root treatment. The welding variables for each stringer pass shall be recorded and averaged; from these averages the weld heat input shall be calculated. Submit the manufacturer's product data sheet for all welding material used.
- F. Welder's Certificates: Field welders shall be Project certified in accordance with AWS D1.1. Shop welders shall be Project certified for FCAW in accordance with AWS D1.1.
- G. Test Reports: Submit reports of tests conducted on shop and field welded and bolted connections. Include data on type of test conducted and test results.
- H. Welding Material Certification: Provide certificate that welding material complies with specifications. Submit to OWNER's testing laboratory.

#### 1.05 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement, except as otherwise indicated:
1. American Institute of Steel Construction (AISC) "Code of Standard Practice for Steel Buildings and Bridges, modified as follows:
    - a. Replace "Structural Design Drawings" with "Contract Documents" throughout the document.

05/16/2019

- b. Paragraph 3.2 is hereby modified in its entirety as follows: “Contract Documents including but not limited to architectural, mechanical, plumbing, electrical, civil and kitchen design drawings and specifications shall be used as supplement to the structural plans to define configurations and construction information.”
  - c. Delete Paragraph 3.3.
  - d. In Paragraph 4.4, delete the following sentence: “These drawings shall be returned to the Fabricator within 14 calendar days.”
  - e. Delete Paragraph 4.4.1.(a) in its entirety.
  - f. Paragraph 4.4.2 is hereby modified in its entirety as follows: “No review action, implicit or explicit, shall be interpreted to authorize changes in the Contract Documents.”
2. Perform welding in accordance with AWS Standards, AWS D1.1, and California Building Code Section 2204A.1 and approved Weld Procedure Specifications (WPS).
- B. Shop fabrication shall be inspected in accordance with CBC.
- C. Erect mock-up panel of fabricated structural steel meeting Architecturally Exposed Structural Steel (AESS) tolerances for exposed areas. Approval by ARCHITECT is required. Mock-up to remain for comparison but may not be left as part of the work.
- 1.06 DELIVERY, STORAGE AND HANDLING
- A. Store structural steel above grade on platforms, skids or other supports.
  - B. Protect steel from corrosion.
  - C. Store welding electrodes in accordance with AWS D 12.1.
  - D. Store other materials in a weather-tight and dry place until installed into the Work.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. Stock Materials: Provide exact materials, sections, shapes, thickness, sizes, weights, and details of construction indicated on Drawings. Changes because of material stock or shop practices will be considered if net area of shape or section is not reduced

05/16/2019

thereby, if material and structural properties are at least equivalent, and if overall dimensions are not exceeded.

- B. Shapes, bars, plates, tubes and pipes shall be made of materials with at least 16 percent recycled content if produced from Basic Oxygen Furnace (BOF) or at least 67 percent recycled content if produced from Electric Arc Furnace (EAF).

## 2.02 MATERIALS

- A. Structural Steel: Wide flange shapes shall conform to ASTM A992 grade 50. Other steel shall conform to ASTM A36.
- B. Unfinished Threaded Fasteners: ASTM A307, Grade A, regular low carbon bolts and nuts.
- C. High-Strength Threaded Fasteners: ASTM F3125 or ASTM F959 quenched and tempered, steel bolts, nuts and washers.
- D. Primers: Lead-free metal primer:
  - 1. SSPC-Paint 20, Zinc-Rich Coating Inorganic and Organic.
  - 2. SSPC-Paint 23, Latex Primer for Steel Surfaces.
- E. Steel Pipe: ASTM A53, Type E or S, Grade B.
- F. Structural Tubing:
  - 1. Hot-formed, ASTM A501.
  - 2. Cold-formed, ASTM A500, Grade B.
- G. Galvanizing: ASTM A123.
- H. Shear stud connectors: ASTM A108, Grade 1015 forged steel, headed, uncoated, granular flux filled shear connector or anchor studs by Nelson Stud Welding Division, or equal.
- I. Grout: ASTM C1107, non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing a minimum compressive strength of 7,000 psi at seven days; of consistency suitable for application and a 30 minute working time.

## 2.03 FABRICATION

05/16/2019

- A. Fabricate in accordance to AISC Code of Standard Practice for Steel Buildings and Bridges and AISC 360.
- B. Cleaning and Straightening Materials: Materials being fabricated shall be thoroughly cleaned of scale and rust, and straightened before fabrication. Cleaning and straightening methods shall not damage material. After punching or fabrication of component parts of a member, twists or bends shall be removed before parts are assembled.
- C. Cutting, Punching, Drilling and Tapping: Unless otherwise indicated or specified, structural steel fabricator shall perform the cutting, punching, drilling and tapping of Work so that Work of other trades will properly connect to steel Work.
- D. Milling: Compression joints depending on contact bearing shall be furnished with bearing surfaces prepared to a common plane by milling.
- E. Use of Burning Torch: Oxygen cutting of members shall be performed by machine. Gouges greater than 3/16 inch that remain from cutting shall be removed by grinding. Reentrant corners shall be shaped notch free to a radius of at least 1/2 inch. Gas cutting of holes for bolts or rivets is not permitted.
- F. Galvanizing: After fabrication, items indicated or specified to be galvanized shall be galvanized per Section 05 5013, Hot-Dip Galvanizing.
- G. Welding:
  - 1. Type of steel furnished in welded structures shall provide chemical properties suitable for welding as determined by chemical analysis. Welds shall conform to the verification and inspection requirements of CBC Chapter 17A. Conform to AWS D1.1, and CBC Chapter 22A.
  - 2. Materials and workmanship shall conform to the requirements specified herein and to CBC requirements, modified as follows:
    - a. No welded splices shall be permitted except those indicated on Drawings unless specifically reviewed by the ARCHITECT.
    - b. Drawings will designate joints in which it is important that welding sequence and technique be controlled to minimize shrinkage stresses and distortion.
  - 3. Welding shall be performed in accordance with requirements of the AWS Structural Welding Code.
  - 4. Architecturally Exposed Structural Steel: Verify that weld sizes, fabrication sequence, and equipment used for Architecturally Exposed Structural Steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side

05/16/2019



welding on exposed steel surfaces. Grind smooth exposed fillet welds ½ inch and larger. Grind flush butt welds. Dress exposed welds.

5. Remove erection bolts on welded, Architecturally Exposed Structural Steel; fill holes with plug welds; and grind smooth at exposed surfaces.

H. Shop Finish:

1. Notify the Project Inspector when Work is ready to receive shop prime coat. Work shall be inspected by the Project Inspector before installation of primer.
2. Structural steel and fittings shall receive a coat of primer, except:
  - a. Surfaces that will be galvanized.
  - b. Surfaces that will be fireproofed.
  - c. Surfaces that will be field welded.
  - d. Surfaces in contact with concrete.
  - e. Surfaces high strength bolted.
3. The primer specified shall be spray applied, filling joints and corners and covering surfaces with a smooth unbroken film. The minimum dry film thickness of the primer shall be 2.0 mils.

I. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.

J. Fabricate Architecturally Exposed Structural Steel with exposed surfaces smooth, square, and free of surfaces blemishes, including pitting, rust and scale seam marks, roller marks, rolled trade names, and roughness.

1. Remove blemishes by filling, grinding, or by welding and grinding, prior to cleaning, treating and shop priming.
2. Comply with fabrication requirements, including tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for Architecturally Exposed Structural Steel.

K. Architecturally Exposed Structural Steel: use special care in unloading, handling and erecting the steel to avoid marking or distorting the steel members. Minimize damage to any shop paint when temporary braces or erection clips are used. Avoid unsightly surfaces upon removal. Grind smooth tack welds and holes filled with weld metal or body solder. Plan and execute all operations in such a manner that the close fit and neat appearance of the structure will not be impaired.

05/16/2019

## 2.04 SHOP AND FIELD QUALITY CONTROL

- A. A special inspector, approved by DSA to inspect the Work of this section, shall inspect high-strength bolted connections. OWNER will provide a DSA approved independent testing laboratory to perform tests and prepare test reports in accordance with CBC 1704A. The Project Inspector shall be responsible for monitoring the work of the special inspector and testing laboratories to ensure that the testing program is satisfactorily completed.
- B. An AWS certified welding inspector (CWI), approved by DSA to inspect the Work of this section, shall inspect welded connections in accordance with CBC 1705A.2.5. The OWNER will provide a DSA approved independent testing laboratory to perform tests and prepare test reports. The Project Inspector shall be responsible for monitoring the work of the special inspector and testing laboratories to ensure that the testing program is satisfactorily completed.
- C. The independent testing laboratory shall conduct and interpret test and state in each report whether test specimens comply with requirements, and specifically state any deviations there from.
- D. Provide access to all places where structural steel Work is being fabricated or produced so required inspection and testing can be performed.
- E. The independent testing laboratory may inspect or test structural steel at plant before shipment; however, ARCHITECT reserves the right at any time before Contract Completion to deem materials not in compliance with the specified requirements as defective Work.
- F. Correct defects in structural Work when inspections and laboratory test reports indicate noncompliance with specified requirements. Perform additional tests as may be required to reconfirm noncompliance of original Work, and as may be required to show demonstrate compliance of corrected Work.
- G. Inspection of Structural Tube Steel/Hollow Structural Sections (HSS): Structural tube steel members (round, square, rectangular), disregarding steel origin, will be inspected during shop fabrication per DSA Bulletin 07-03. Inspector will perform a visual examination of the seam weld area for visible discontinuities. When defects are suspected, non-destructive testing will be considered.
- H. Welding: Inspect and test during fabrication and erection of structural steel assemblies as follows:
  - 1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in the Work. Record Work required and performed to correct deficiencies.

05/16/2019

2. Inspect welds. Welds shall be visually inspected before performing any non-destructive testing. Groove weld shall be inspected by ultrasonic or other approved non-destructive test methods. Testing shall be performed to AWS D1.1 Table 6.3 cyclically loaded non-tubular connections.
  3. Ultrasonic testing shall be performed by a specially trained and qualified technician who shall operate the equipment, examine welds, and maintain a record of welds examined, defects found, and disposition of each defect. Repair and test defective welds.
  4. Rate of Testing: Completed welds contained in joints and splices shall be tested 100 percent either by ultrasonic testing or by radiography.
  5. Welds, when installed in column splices, shall be tested by either ultrasonic testing or radiography.
  6. Base metal thicker than 1 ½-inch, when subjected to through-thickness weld shrinkage strains, shall be ultrasonically inspected by shear wave methods for discontinuities directly behind such welds. Tests shall be performed at least 48 hours after completed joint has cooled down to ambient air temperature.
  7. Material discontinuities shall be reviewed based on the defect rating in accordance with the criteria of AWS D1.1 table 6.3 by the ARCHITECT and DSA.
  8. Other method of non-destructive testing and inspection, for example, liquid dye penetrate testing, magnetic particle inspection or radiographic inspection may be performed on weld if required.
  9. Lamellar Tearing: Lamellar-tearing resulting from welding is a crack (with zero tolerance) and shall be repaired in accordance with AWS D1.1.
  10. Lamination: The rejection criteria shall be based on ASTM A435.
  11. Where testing reveals lamination or conditions of lamellar tearing in base metal, the steel fabricator shall submit a proposed method of repair for review by the ARCHITECT. Test repaired areas as required.
  12. Magnetic Particle Testing: Magnetic particle testing when required shall be provided in accordance with AWS D1.1 for procedure and technique. The standards of acceptance shall be in accordance with AWS D1.1 – Qualification.
- I. Lamellar Tearing: Prior to welding plates 1 to 1-½ inch thick and greater and rolled shapes within the distance from 6 inches above the top of the joint to 6 inches below the bottom of the joint shall be checked by ultrasonic testing for laminations in base metal which may interfere with the inspection of the completed joint. Should these

05/16/2019

defects occur, members will be reviewed by the ARCHITECT and DSA. Welding procedure specifications in paragraph 1.04.G specify welding practices to minimize lamellar tearing.

- J. Prior Testing of Base Material: Test material before fabrication.
- K. Lines and levels of erected steel shall be certified by a State of California licensed surveyor as set forth in related Division 01 section.
- L. Welded studs shall be tested and inspected by the special inspector in accordance with requirements of AWS D1.1 – Stud Welding.
- M. Record Drawings: After steel has been erected, correct or revise Shop Drawings and erection diagrams to correspond with reviewed changes performed in the field.

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Verify governing dimensions and conditions of the Work before commencing erection Work.
  - 1. Report discrepancies between drawings and field dimensions to ARCHITECT before commencing work.
  - 2. Beginning of installation means erector accepts existing conditions and surfaces underlying or adjacent to work of this section.
- B. Provide temporary shoring and bracing, and other support during performance of the Work. Remove after steel is in place and connected, and after cast-in-place concrete has reached its design strength.
- C. Coordinate prime coat repair and application with requirements of Section 09 9000.

#### 3.02 ERECTION

- A. Install structural steel accurately in locations, to elevations indicated, and according to AISC specifications and CBC requirements.
- B. Clean surfaces of base plates and bearing plates.
  - 1. Install base and bearing plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims; cut off flush with edge of base or bearing plate before packing with grout.

05/16/2019

- C. Maintain erection tolerances of structural steel within AISC Code of Standard Practice for Steel Buildings and Bridges.
  - 1. Architecturally Exposed Structural Steel members and components, plumbed, leveled and aligned to a tolerance not to exceed one-half the amount permitted for structural steel. CONTRACTOR to provide adjustable connections between Architecturally Exposed Structural Steel and the structural steel frame or the masonry or concrete supports, in order to provide the erector with means for adjustment.
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact after assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure.
- E. Do not permit thermal cutting during erection of structural steel.
- F. Where indicated for field connections, provide standard bolts complying with ASTM A307.
- G. Install high strength steel bolts at locations indicated. Assembly and installation shall be in accordance with CBC requirements and AISC specifications.
  - 1. Allowable hole sizes: 1/16 inch larger than bolt size.
  - 2. Use friction type connection with standard hardened steel circular, square or rectangular washer under bolt nut.
  - 3. Thoroughly clean area under bolt head, nut and washer. Remove all paint, lacquer, oil or other coatings except organic zinc-rich paints in accordance with SSPC, SP-2.
  - 4. Tighten bolts by power torque wrench or hand wrench until twist-off.
- H. CONTRACTOR shall be responsible for correcting detailing and fabrication errors and for correct fitting of all members and components.
- I. Erect structural steel plumb and level and to proper tolerances as set forth in the AISC Manual. Provide temporary bracing, supports or connections required for complete safety of structure until final permanent connections are installed.
- J. Install column bases within a tolerance of 1/8 inch of detailed centerlines, level at proper elevations. Support bases on double nuts and solidly fill spaces under bases with cement grout.
- K. Provide anchor bolts with templates and diagrams. CONTRACTOR shall be responsible for proper location and installation of bolts. Correct deficiencies and errors.

05/16/2019

### 3.03 FITTING

- A. Closely fit members, finished true to line and in precise position required to allow accurate erection and proper joining in the field.
- B. Drilling to enlarge unfair holes will not be allowed. Allow only enough drifting during assembly to bring parts into position, but not enough to enlarge holes or distort the metal. Do not heat rolled sections, unless approved by ARCHITECT.

### 3.04 PUNCHING AND DRILLING

- A. Punch material 1/16 inch larger than nominal diameter of bolt, wherever thickness of metal is equal to or less than the diameter of the bolt plus 1/8 inch.
- B. Drill or sub-punch and ream where metal is equal to or more than the diameter of the bolt plus 1/8 inch. Make diameter for sub-punched and sub-drilled holes 1/16 inch larger than nominal diameter of bolt.
- C. Precisely locate holes to ensure passage of bolt through assembled materials without drifting. Enlarge holes when necessary to receive bolts by reaming; flame cutting to enlarge holes is not acceptable. Structural Steel members with poorly matched holes will be rejected.

### 3.05 FINISHING

- A. After erection, spots or surfaces where paint has been removed, damaged, or burned off, and field rivets, bolts, and other field connections shall be cleaned of dirt, oil, grease, and burned paint and furnished with a spot coat of the same primer installed during shop priming.
- B. Touchup:
  - 1. Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Install paint to exposed areas with the same material installed during shop painting. Install by brush or spray to provide a minimum dry film thickness of 1.5 mils.
  - 2. Galvanized Surfaces: Clean field welds, connections and damaged areas. Apply two coats of Carbomastic 15, by Carboline or equal product approved by OWNER's OEHS. Brush or roll to a 4 to 6 mil thickness.

### 3.06 FIELD QUALITY CONTROL

- A. OWNER will provide a special inspector and independent testing laboratory to perform field inspections and tests and to prepare test reports.

05/16/2019

- B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.

3.07 CLEAN UP

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

3.08 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.09 HANDLING

- A. Both in shop and in the field, transport, handle and erect to prevent damage or overstressing of any component.

END OF SECTION

05/16/2019

SECTION 05 3000

METAL DECKING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Floor and roof metal decking.
2. Shear connector studs for composite decking construction.
3. Edge strips, closure strips and decking accessories.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 01 4523 - Testing and Inspection.
3. Section 03 3000 – Cast-In-Place Concrete.
4. Section 05 1200 - Structural Steel Framing.
5. Section 07 6000 - Flashing and Sheet Metal.
6. Section 07 8116 - Cementitious Fireproofing.

1.02 REFERENCES

A. ASTM International (ASTM):

1. ASTM A108 – Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
2. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
3. ASTM A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
4. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.



5. ASTM D1056 - Standard Specification for Flexible Cellular Materials—Sponge or Expanded Rubber.

B. American Welding Society (AWS):

1. AWS D1.1 - Structural Welding Code Sheet – Steel.
2. AWS D1.3 – Structural Welding Code Sheet – Sheet Steel.

C. American Iron and Steel Construction (AISI):

1. AISI – Specifications for the Design of Cold-Formed Steel Structural Members.

D. Underwriters Laboratory (UL):

1. UL – Fire Resistance Directory.

### 1.03 PERFORMANCE REQUIREMENTS

- A. Compute properties of deck sections on basis of effective design width as limited by provisions of the AISI specifications. Provide no less than deck section properties specified, including section modulus and moment of inertia per foot of width.

B. Regulatory Requirements:

1. Decking installed as part of a fire rated assembly shall meet the requirements of the applicable UL Fire Resistance Directory design number.
2. Work of this section shall be in accordance with CBC.

### 1.04 SUBMITTALS

- A. Shop Drawings: Drawings, sections and details indicate type of decking, location, finish, gage of metal, arrangement of sheets, necessary fabrication to incorporate decking into the Work, and relationship to openings and flashing.
- B. Product Data: For each type of decking specified, including structural properties, dimensions, profiles and finishes.
- C. Welder Certificates: Signed by CONTRACTOR certifying that welders comply with the requirements specified under Article “Quality Assurance”.

### 1.05 QUALITY ASSURANCE

- A. General: Metal decking steel shall conform to requirements of strengths and properties of standards specified.

- B. Qualifications of Welders: Properly certified for the type of Work involved in compliance with CBC requirements.
- C. Continuous inspection of welding will be performed by a special inspector, approved by DSA to inspect the Work of this section. Refer to Section 01 4523 - Testing and Inspection. The Project Inspector will be responsible for monitoring the work of the special inspector to ensure that the inspection program is satisfactorily completed.
- D. Identification of metal decking steel shall conform to the standards specified in this section and the Drawings.
  - 1. Fabricator shall furnish sufficient evidence to the ARCHITECT attesting compliance with specified requirements.
  - 2. Conform to CBC requirements. Unclassified or unidentified decking is not permitted. Furnish deck manufacturer's certified mill analyses and test reports for each heat covering decking having a minimum  $F_y$  of 33 Ksi. In addition, for decking having  $F_y$  greater than 33 Ksi, testing laboratory shall perform one tension and elongation test and one bend or flattening test for each gage.
- E. Unidentifiable Steel: Steel which is not readily identifiable as to grade from markings and test records is not permitted to be provided as part of the Work of this section.
- F. Manufacturers shall be members of Steel Deck Institute (SDI).

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Protect steel deck from corrosion, deformation and other damage during delivery, storage and handling.
- B. Deck bundles shall be stored off the ground, with one end elevated to provide drainage. Bundles shall be protected against condensation with a ventilated waterproof covering.

### PART 2 - PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURERS

- A. ASC Steel Deck.
- B. Verco Manufacturing Co.
- C. Epic Metals Corporation.
- D. Equal.

#### 2.02 MATERIALS

- A. Metal Decking:
  - 1. Roll-formed sheets conforming to ASTM A653, with G90 zinc coating.
  - 2. Section properties conforming to applicable provisions of latest edition of AISI - Specification for the Design of Cold-Formed Steel Structural Members.
- B. Flexible Closure Strips for Deck: Vulcanized, closed-cell, expanded chloroprene elastomer, complying with ASTM D1056, Grade SCE #41.
  - 1. Brittleness Temperature: Minus 40 degrees F, ASTM D746.
  - 2. Flammability Resistance: Self-extinguishing,
- C. Decking Accessories: Metal cover plates, sheet metal edging, metal closure strips, valley and ridge strips, seat angles, sump pans, flashings: 22 gage minimum, with ASTM A653, G90 zinc coating.
- D. Shear Connectors: Headed stud type, ASTM A108 Grade 1015, cold-finished carbon steel complying with AISC specifications.
- E. Galvanizing Repair Paint: Mil. Spec. MIL-P-21035B and approved by the OWNER's Office of Environmental Health and Safety (OEHS).

## 2.03 FABRICATION

- A. Corrugated sheets or sections shall be designed to support required live load between supporting members.
- B. Provide decking in lengths to span over three or more supports.
- C. Except as detailed otherwise, provide decking with interlocking side laps, 2 ½-inch minimum end bearing, and 1 ½-inch minimum side bearing.
- D. Welding: Provide materials and methods in accordance with recommendations of steel decking manufacturer and reviewed submittals. Hold decking tight to the supporting elements with screws or other means for proper welding or crimping of the decking edges. Conform to AWS D1.3, and to the patterns and weld types indicated, with welds free from sharp edges and protrusions. Field coat welds and abraded surfaces at completion with an anodic type galvanizing repair paint. Omit the field paint coating where welds or abrasions are covered by concrete fill or sprayed fireproofing.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify supporting structure and existing conditions prior to starting work.
- B. Remove oil, dirt, paint, and rust from steel surfaces to which metal decking will be welded.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 OPENINGS

- A. Cut and reinforce units to provide openings which are located and dimensioned on the structural and mechanical Drawings.
- B. Provide openings, or other Work not indicated on the Drawings.

### 3.03 INSTALLATION

- A. Install metal decking in accordance with decking manufacturers' recommendations, requirements of Drawings, Shop Drawings, and Specifications.
- B. Install metal decking on supporting steel framework and adjust to final position before permanently fastening in place.
  - 1. Install each unit to proper bearing on supports.
  - 2. Install units in straight alignment for entire length of run of cells with close registration of cells of one unit with those of abutting unit.
- C. Fasten decking to steel framework at ends of units and at intermediate supports. Welding shall be as indicated on Drawings.
- D. Fasten side laps between supports as indicated on Drawings.
- E. Perform field cutting parallel with cells in area between cells, leaving sufficient horizontal material to permit welding to support steel.
- F. Weld shear connectors to supports thru decking units as required by Drawings. Weld only on clean, dry surfaces. Do not weld shear connectors thru two layers of decking units.

### 3.04 METAL FLASHINGS AND CLOSURES

- A. Furnish, install, and weld in position, sheet metal closure flashing, closure angles, closure plates, profile plates, and shear plates.
- B. Close open ends of cell runs at columns, openings, walls, similar interruptions and termination.

3.05 FIELD QUALITY CONTROL

- A. Install steel decking under continuous inspection according to CBC Section 1704A.
- B. Welding inspection for steel deck diaphragms shall conform to CBC Section 2204A.1.

3.06 CLEAN UP

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

3.07 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 05 5000  
METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Metal fabrications:
  - 1. Steel pipe.
  - 2. Square and rectangular steel tubing.
  - 3. Pipe columns.
  - 5. Handrails and guardrails.
  - 8. Steel Gates.
  - 9. Gratings, frames and covers.
  - 10. Miscellaneous fabrications, as indicated on the Drawings.
- B. Related Requirements:
  - 1. Division 01 - General Requirements.
  - 2. Section 01 4523: Testing and Inspection.
  - 3. Section 05 1200: Structural Steel Framing.

1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating provided materials, dimensions, anchoring detail, and details of termination or connection to adjacent construction. Indicate items that are purchased from a manufacturer and items that are shop fabricated. Indicate component parts requiring Project site fabrication or assembly.
- B. Product Data: Submit Product Data for manufactured items. Submit Product Data for primers and finishes.
- C. Material Samples: Submit Samples of primers and finishes on fabricated items.
- D. Installation Instructions: Submit installation instructions for manufactured items.

1.03 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement:
  - 1. Design, fabricate, and install miscellaneous metals in accordance with AISC - Design, Fabrication, and Erection of Structural Steel for Buildings.

2. AWS D-1.1 Code - Welding in Building Construction.
3. Inspection of Welding: Refer to Section 01 4523: Testing and Inspection.
4. Welding: Refer to Section 01 4523 Testing and Inspection.

B. Coordinate installation of accessory items required for metal fabrications.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Store miscellaneous metal items above grade on platforms, skids, or other required supports.
- B. Protect from corrosion or damage.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Structural Steel Shapes: ASTM A36.
- B. Steel Pipe:
  1. Steel pipe for pipe columns and other structural purposes shall conform to ASTM A53, Type E or S, Grade B, as required.
  2. Steel pipe other than pipe furnished for structural purposes shall conform to ASTM A53.
- C. Square and Rectangular Steel Tubing:
  1. Steel tubing for structural purposes shall be carbon steel conforming to ASTM A500.
  2. Steel tubing other than tubing furnished for structural purposes shall be hot or cold rolled carbon steel electric welded tubing.
- D. Cast Steel: ASTM A27, Grade 65-35.
- E. Steel Bolts: ASTM A307, Grade A, with bolt head and nut dimensions conforming to ANSI B 18.2.1.
- F. Rolled Steel Plates and Shapes:

1. Shapes and plates shall conform to ASTM A36, except for plates to be bent or cold-formed.
2. Plates to be bent or cold-formed shall conform to ASTM A283, Grade C.

G. Chain: Chain shall be 4/0 double loop pattern coil chain.

H. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout specifically recommended by manufacturer for interior and exterior applications "Rapid set Cement".

## 2.02 FABRICATION

A. General:

1. For fabrication of Work exposed to view, provide only materials smooth and free of blemishes. Remove blemishes by grinding or by welding and grinding, before cleaning, treating, and installation of surface finishes including zinc coatings.
2. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated or specified.

C. Railings:

1. Railings: Handrails and standards shall be fabricated of Grade B standard weight steel pipe or indicated on Drawings. After fabrication, rails shall be galvanized. Standards shall be attached to stringers and face of balcony as detailed.
2. Panels:
  - a. Mesh shall be 10 gage 1 1/2-inch diamond mesh. The wires shall extend through the channel frame and shall be clinched.
  - b. Frame members shall be 1 inch by 1/2 inch by 1/8 inch thick plate welded to top and end members. Corners shall be mortised and tenoned and continuously welded together. Panels shall be galvanized. Fasten panels to rails and standards as indicated.
3. Handrail Brackets: Type indicated.

D. Folding Steel Gates: Furnish and install folding steel gates, complete, where indicated. Gates shall be provided with hinged bottom track and shall allow for padlocking in both open and closed positions. Manufactured by Acorn Wire and Iron Works, American Woven Wire Corporation, King Wire Partitions, Inc., or equal.



1. Vertical bars shall consist of pairs of steel channels 3/4 inch by 3/8 inch by 1/8 inch minimum, approximately 6 inches on center with 5/8 inch by 3/16 inch steel lattice bars.
2. Gate leaves extending more than 8 feet shall be provided with over head tracks and hangers. Gates shall have casters unless over-head tracks are furnished and shall be hot dip galvanized or powder coat finish.

F. Miscellaneous Framing and Supports:

1. Except as otherwise indicated, space anchors 2 feet on center, and provide minimum anchor units of 1 1/4-inch by 1/4 inch by 8-inch steel straps.
2. Shelf angles for exterior construction shall be galvanized steel of sizes indicated.

G. Welding:

1. Weld connections unless otherwise indicated.
2. Weld corners and seams continuously and in accordance with requirements of AWS Code. Welds shall be inspected as required in Section 05 1200: Structural Steel Framing.
3. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.

H. Galvanizing:

1. See Section 05 0513 – Hot-Dip Galvanizing

I. Shop Finish:

1. Metal fabrications shall be provided with a coat of primer, except those indicated to be completed with exposed galvanized finish.
2. Primers:
  - a. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
  - b. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
  - c. Minimum dry film thickness of primer shall be 2.0 mils.
3. Preparation for Primer Painting: Miscellaneous ferrous metal, except items specified galvanized, shall be thoroughly cleaned and prepared for painting, including removal of shipping oils or protective coatings, mill scale, grease, dirt and rust. Prepare in accordance with SSPC recommendations. Deliver to Project site primed or galvanized as indicated, and ready to receive Project site applied finishes.

4. Galvanized Metal Work to receive Paint: Clean oil, grease and other foreign materials from surfaces. Apply vinyl wash pretreatment coating. Follow manufacturer's instructions for drying time, and then prime with one coat of metal primer.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

#### A. Handrails and Guardrails:

1. Install standards into metal sleeves cast in concrete, and extending into it at least 9 inches. Wedge standards true, plumb, and fastened by packing with grout. Finish grout smooth and flush with adjacent surfaces.
2. Rails contacting a vertical surface shall be fitted with standard pipe rail flanges, secured to concrete or masonry surfaces with 3/8 inch 2-unit cinch anchor bolts and secured to wood frame surfaces with 3/8 inch lag screws, unless otherwise indicated.
3. Railings abutting pipe columns shall be provided with shaped end caps to fit columns welded to rails, and secured to columns with self-tapping machine screws.

#### B. Gratings, Frames and Covers:

1. Over areas indicated, provide steel gratings and grating frames as detailed. Frames shall have mitered and welded corners, and be fitted with anchors.
2. Provide steel checkered plate covers and steel frames for sumps, grease traps, and sand traps, and other covers for access where indicated. Frames shall be provided with mitered and welded corners and be fitted with anchors as detailed. Cover shall be perforated. Each section of access cover shall be furnished with steel pull rings and tool operated fastening device. Screws to fasten covers shall be brass.

### 3.02 ADJUSTING

#### A. Touch Up Damaged Surfaces:

1. Shop Painted Finishes: Comply with SSPC-PA-1 for touch-up; apply with brush to produce a minimum 2.0 mil dry film thickness.
2. Galvanized Surfaces: Clean field welds, connections and damaged areas. Repair galvanized finishes in accord with ASTM A780.

### 3.03 CLEAN UP

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

### 3.04 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

## SECTION 05 5910

## STAINLESS STEEL HAND-WOVEN NETTING

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes: Metal fabrications:
  - 1. Stainless steel hand-woven netting and fittings.
  - 2. Galvanized steel rope and fittings.
- B. Related Requirements:
  - 1. Division 01 - General Requirements.
  - 2. Section 01 4523: Testing and Inspection.
  - 3. Section 05 1200: Structural Steel Framing.
  - 4. Section 05 5000: Metal Fabrications.

## 1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating provided materials, dimensions, anchoring detail, and details of termination or connection to adjacent construction.
- B. Product Data: Submit Product Data for manufactured items. Submit Product Data for primers and finishes.
- C. Material Samples: Submit Samples of primers and finishes on fabricated items.
- D. Maintenance Instructions: Submit maintenance instructions.

## 1.03 QUALITY ASSURANCE

- A. All materials shall be new, delivered in identifiable packaging.

## 1.04 DELIVERY, STORAGE AND HANDLING

- A. Store miscellaneous metal items above grade on platforms, skids, or other required supports.
- B. Protect from corrosion or damage.

## PART 2 - PRODUCTS

## 2.02 BASIS OF QUALITY

- A. NETS Unlimited, Inc. 2610 E. Mohawk Ln. #101, Phoenix AZ 85050, (480) 515-1300 or equal. To submit as an equal provide documentation indicating a minimum of five years experience supplying and installing hand-woven stainless steel netting for large animal enclosures. Submit three letters of reference from client institutions that are open to the public.

## 2.02 MATERIALS

- A. Hand-woven netting: Sizes shall be 2" x 2" or 3" x 3" as indicated. Cable size and type shall be 1/8" 7x19 Type 304 stainless steel with black oxide finish. Cable break strength shall be 1,760 pounds nominal. Fasten ends with stainless steel swage sleeves.
- B. Wire Rope: 6x19 Class. 1/2" cable size, 6x25 IWRC, galvanized finish, .46 pounds per foot, with a minimum breaking strength of 24,000 pounds.
- C. Drop forged turnbuckles: Galvanized, 3/4" x 12", jaw and jaw type with a working load limit of 5,200 pounds.
- D. Heavy duty wire rope thimble: for 1/2" wire rope, galvanized.
- E. Drop forges wire rope clip: for 1/2" wire rope, galvanized.
- F. Oval swage sleeve: for 1/2" wire rope, ZPC finish.

## 3.01 INSTALLATION

- A. Install wire rope to steel structure as indicated using swage sleeves and wire rope clips. Provide turnbuckles to eliminate rope slack resulting in ropes that are tight and true. Crushed or demormed steel rope shall not be used.
- B. Install hand-woven stainless steel netting. Weave netting to result in 2" x 2" or 3" x 3" leg length at locations indicated on drawings. Cable ends shall be terminated with swage sleeves. Netting sections shall be laced to steel rope or tension bars with 1/8" steel cable using half-hitch or full-hitch.
- C. Refer to diagrams at the end of this section.

## 3.02 ADJUSTING

- A. Check final installation and adjust as needed to result in tight and complete system.

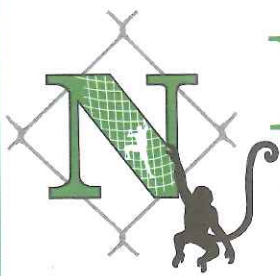
## 3.03 CLEAN UP

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

## 3.04 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

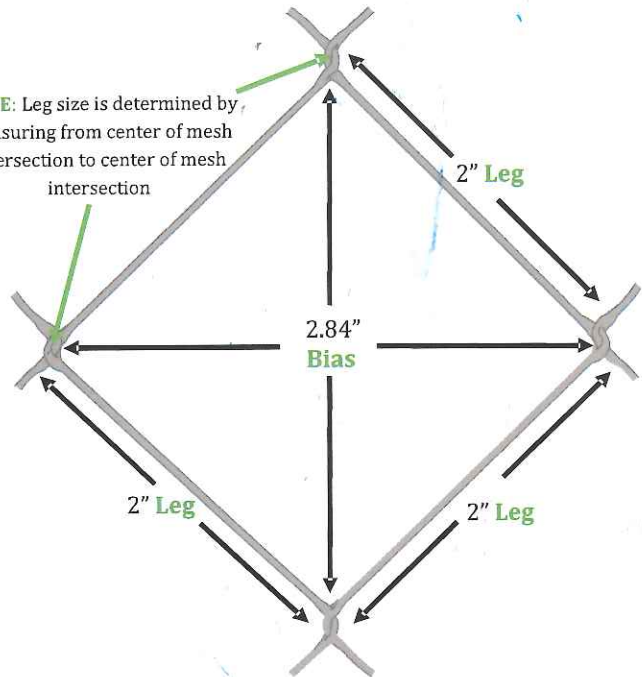


# NETS Unlimited, Inc.

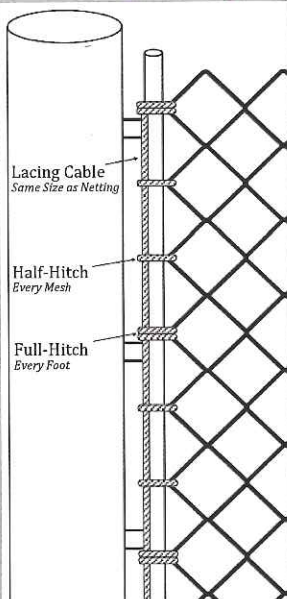
Hand-Woven Netting—2" Mesh, 1/8" 7x19 SSAC T304

<b>Mesh Size:</b>	2" x 2"
<b>Mesh Type:</b>	Hand-Woven with a "Lock-Tuck" Construction
<b>Cable Size and Type:</b>	1/8" 7x19 Type 304 Stainless Steel
<b>Cable Break Strength:</b>	1,760 lbs Nominal Breaking Strength
<b>Cable Finish:</b>	Plain Stainless Steel or Black Oxide
<b>Mesh Weight:</b>	40.3 lbs Per 100 Square Feet
<b>Mesh Finishing:</b>	Nets are shipped unfinished. Unfinished ends of mesh should be fed into zinc plated copper or stainless steel swage sleeves and crimped with the appropriate sized swaging tool.

**NOTE:** Leg size is determined by measuring from center of mesh intersection to center of mesh intersection



## Mesh Lacing Technique:



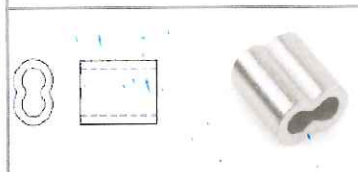
## Lacing Detail (Half-hitch to Full-hitch)



## Half-hitch Detail



## ZPC Swage Sleeves



Sleeve Size	Weight Per 1,000 Pieces
-------------	-------------------------

1/8"	17 lbs
------	--------

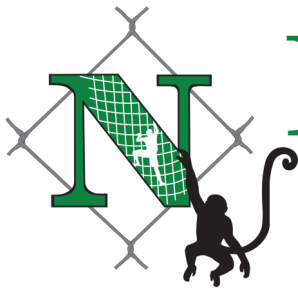
## Mesh Finished with Swage Sleeve



Imagine the Alter **NET**ives

2610 E. Mohawk Ln. #101 Phoenix, AZ 85050 — (480) 515-1300 — [info@netsunlimited.com](mailto:info@netsunlimited.com)



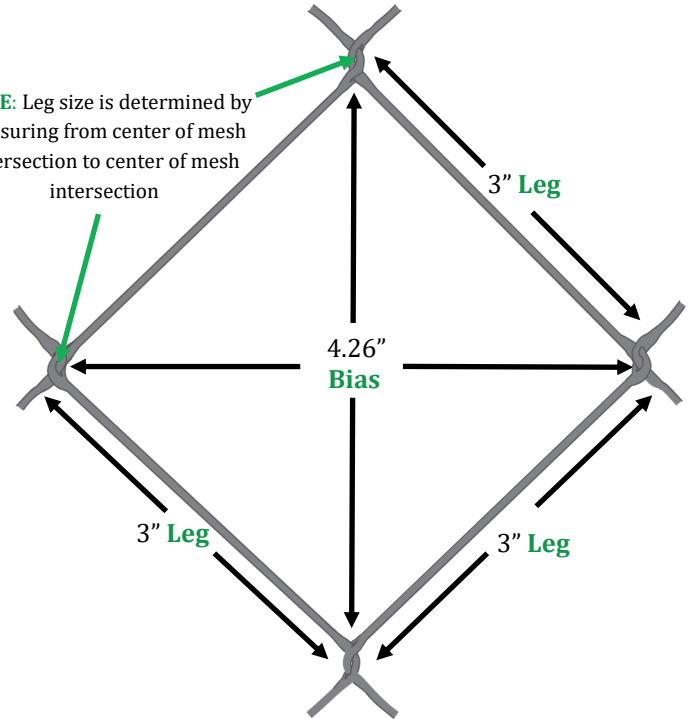


# NETS Unlimited, Inc.

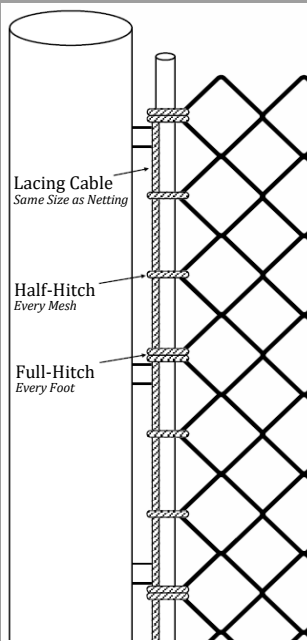
## Hand-Woven Netting—3" Mesh, 1/8" 7x19 SSAC T304

<b>Mesh Size:</b>	3" x 3"
<b>Mesh Type:</b>	Hand-Woven with a "Lock-Tuck" Construction
<b>Cable Size and Type:</b>	1/8" 7x19 Type 304 Stainless Steel
<b>Cable Break Strength:</b>	1,760 lbs Nominal Breaking Strength
<b>Cable Finish:</b>	Plain Stainless Steel or Black Oxide
<b>Mesh Weight:</b>	26.0 lbs Per 100 Square Feet
<b>Mesh Finishing:</b>	Nets are shipped unfinished. Unfinished ends of mesh should be fed into zinc plated copper or stainless steel swage sleeves and crimped with the appropriate sized swaging tool.

**NOTE:** Leg size is determined by measuring from center of mesh intersection to center of mesh intersection



### Mesh Lacing Technique:



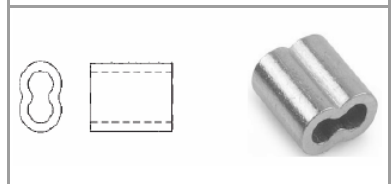
### Lacing Detail (Half-Hitch to Full-Hitch)



### Half-Hitch Detail

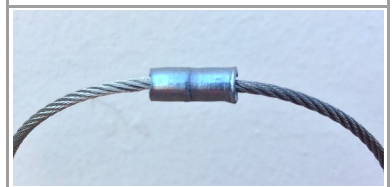


### ZPC Swage Sleeves



Sleeve Size	Weight Per 1,000 Pieces
1/8"	17 lbs

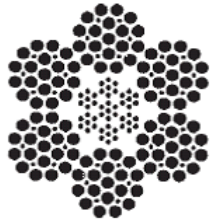
### Mesh Finished with Swage



Imagine the Alter **NET**ives

2610 E. Mohawk Ln. #101 Phoenix, AZ 85050 — (480) 515-1300 — [info@netsunlimited.com](mailto:info@netsunlimited.com)

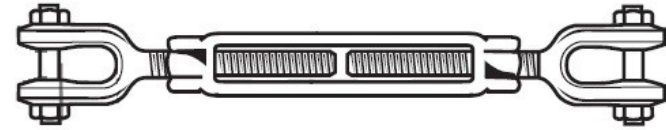
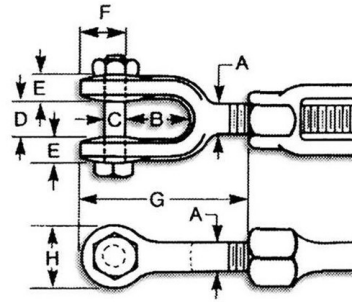
### WIRE ROPE (6X19 CLASS)



6x25 Filler Wire with  
IWRC

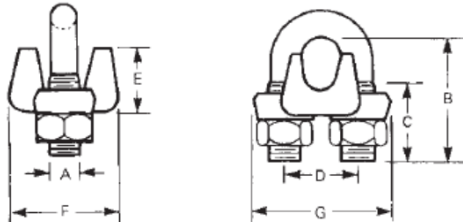
CABLE SIZE	CABLE TYPE	FINISH	WEIGHT PER FOOT	MINIMUM BREAKING STRENGTH
1/2"	6X25 IWRC	GALVANIZED	.46 LBS	24,000 LBS

### TURNBUCKLE (DROP FORGED)



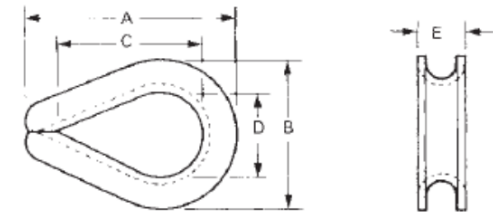
TURNBUCKLE SIZE (DIA. X TAKE-UP)	TURNBUCKLE TYPE	FINISH	WEIGHT	WORKING LOAD LIMIT	A	B	C	D	E	F	G	H
3/4" X 12"	JAW & JAW	GALVANIZED	5.75 LBS	5,200 LBS	.75"	1.5"	.63"	.94"	.56"	1.28"	4.13"	1.63"

### WIRE ROPE CLIP (DROP FORGED)



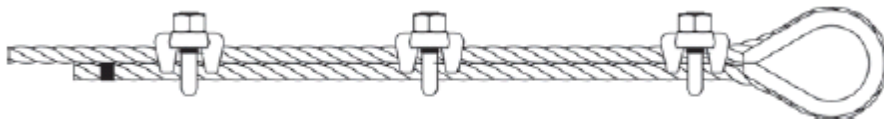
WIRE ROPE CLIP SIZE	FINISH	MIN. CLIPS REQUIRED	CABLE TURNBACK	TORQUE IN POUNDS PER FOOT	WEIGHT	A	B	C	D	E	F	G
1/2"	GALVANIZED	3	11-1/2"	65 LBS	.73 LBS	.50"	1.88"	1.00"	1.19"	1.06"	1.81"	2.31"

### THIMBLE (HEAVY DUTY)



THIMBLE SIZE	FINISH	WEIGHT	A	B	C	D	E
1/2"	GALVANIZED	.51 LBS	3.63"	2.56"	2.75"	1.50"	.84"

### WIRE ROPE CLIP, THIMBLE & CABLE ASSEMBLY



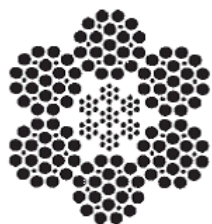
**NETS UNLIMITED, INC.**

2610 E. MOHAWK LANE, SUITE 101 ♦ PHOENIX, AZ 85050  
480-515-1300 ♦ WWW.NETSUNLIMITED.COM ♦ AZROC236070

1/2" CABLE & RELATED HARDWARE  
**GALVANIZED FINISH**



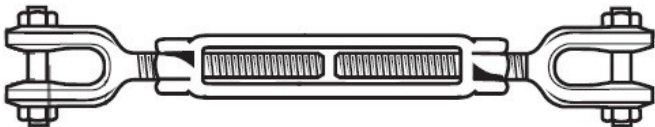
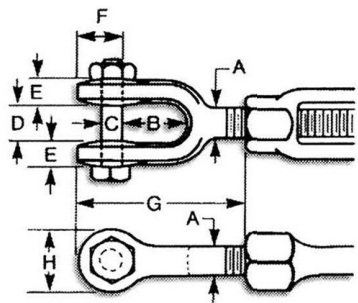
**WIRE ROPE (6X19 CLASS)**



6x25 Filler Wire with IWRC

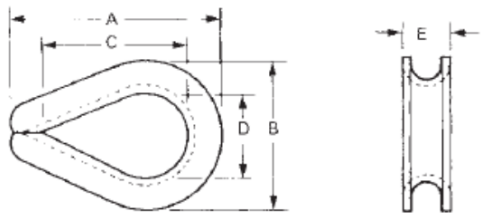
CABLE SIZE	CABLE TYPE	FINISH	WEIGHT PER FOOT	MINIMUM BREAKING STRENGTH
1/2"	6X25 IWRC	GALVANIZED	.46 LBS	24,000 LBS

**TURNBUCKLE (DROP FORGED)**



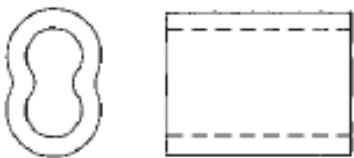
TURNBUCKLE SIZE (DIA. X TAKE-UP)	TURNBUCKLE TYPE	FINISH	WEIGHT	WORKING LOAD LIMIT	A	B	C	D	E	F	G	H
3/4" X 12"	JAW & JAW	GALVANIZED	5.75 LBS	5,200 LBS	.75"	1.5"	.63"	.94"	.56"	1.28"	4.13"	1.63"

**THIMBLE (HEAVY DUTY)**



THIMBLE SIZE	FINISH	WEIGHT	A	B	C	D	E
1/2"	GALVANIZED	.51 LBS	3.63"	2.56"	2.75"	1.50"	.84"

**OVAL SWAGE SLEEVE**



SLEEVE SIZE	FINISH	WEIGHT	CRIMPS PER SLEEVE
1/2"	ZPC	.41 LBS	3

**SWAGE SLEEVE & THIMBLE CABLE ASSEMBLY**



**NETS UNLIMITED, INC.**

2610 E. MOHAWK LANE, SUITE 101 ♦ PHOENIX, AZ 85050  
480-515-1300 ♦ WWW.NETSUNLIMITED.COM ♦ AZROC236070

1/2" CABLE & RELATED HARDWARE  
GALVANIZED FINISH

## SECTION 07 9200

## JOINT SEALANTS

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Joint sealants.
  - 2. Preparation for application of sealants.
- B. Related Requirements:
  - 1. Division 01 - General Requirements.
  - 2. Division 09 - Finishes.

## 1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating sealant joint locations, with full-size sealant joint details.
- B. Product Data: Submit manufacturer's literature for each sealant material.
- C. Material Samples: Submit Samples indicating color range available for each sealant material intended for installation in exposed locations.
- D. Certifications: Submit manufacturer's certification materials comply with requirements specified.
- E. Site Samples: At locations required, provide a Sample of sealant for each typical installation, approximately 24 inches long, including joint preparation, backing, sealant and tooling. Allow backing to extend 6 inches beyond end of sealant for inspection of substrate.
- F. Test Reports: Submit manufacturer's adhesion compatibility test reports according to ASTM C794 for each substrate.

## 1.03 QUALITY ASSURANCE

- A. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least five consecutive years; and can show evidence of satisfactory completion of five projects of similar size and scope. Installer shall have applicators trained and approved by manufacturer for performing this Work.

## 1.04 DELIVERY, STORAGE AND HANDLING

- A. Store in accordance with manufacturer's recommendations. Provide a uniform ambient temperature between 60 and 80 degrees F.

#### 1.05 WARRANTY

- A. Manufacturer: five year material warranty.
- B. Installer: two year installation/application warranty.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. Furnish sealants meeting following in-service requirements:
  - 1. Normal curing schedules are permitted.
  - 2. Non-staining, color fastness (resistance to color change), and durability when subjected to intense actinic (ultraviolet) radiation are required.
- B. Furnish the products of only one manufacturer unless otherwise required, sealant colors as selected to match the adjoining surfaces.

#### 2.02 MANUFACTURERS

- A. Sealants must be approved by LAUSD's Office of Environmental Health and Safety (OEHS). Check OEHS website for approved products. Not all products by a manufacturer are approved by OEHS.

#### 2.03 MATERIALS

- A. Sealants:
  - 1. Sealant 1: Acrylic latex, one-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C834, Type S, Grade NS, formulated to be paintable.
    - a. Tremco Inc., Acrylic Latex Caulk.
    - b. Pecora Corporation, AC-20.
    - c. Equal.
  - 2. Sealant 2: Butyl sealant, one-part, non-sag, solvent-release-curing sealant complying with ASTM C1311, gun grade and formulated with a minimum of 75 percent solids.
    - a. Tremco Inc., Tremco Butyl Sealant.
    - b. Pecora Corp., BC-158.

- c. Equal.
- 3. Sealant 3: Silicone sealant, one-part non-acid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
  - a. Dow Corning Corp., Dow Corning 790, 791, 795.
  - b. General Electric Co., Silpruf.
  - c. Tremco, Inc., Spectrem 1.
  - d. Pecora Corp., 864.
  - e. Equal.
- 4. Sealant 4: One-part mildew-resistant silicone sealant, complying with ASTM C920, Type S, Grade NS, Class 25.
  - a. Dow Corning Corp., Dow Corning 786.
  - b. General Electric Co., Sanitary 1700.
  - c. Tremco, Inc., Proglaze White.
  - d. Equal.
- 5. Sealant 5: One-part non-sag urethane sealant, complying with ASTM C920, Type S, Grade NS, Class 25.
  - a. Sika Corporation, Sikaflex -221e.
  - b. Equal.
- 6. Sealant 6: Multi-part pouring urethane sealant, complying with ASTM C920, Type M, Grade P, Class 25.
  - a. Sika Corporation, Sikaflex 2C NS/SL.
  - b. Equal.
- 7. Sealant 7: Acoustical sealant, non-drying, non-hardening permanently flexible conforming to ASTM D217.
  - a. Pecora Corp., BA-98 Acoustical Sealant.
  - b. Equal.
- B. See 07 8413 - Penetration Firestopping for rated sealants.
- C. .Joint Backing: ASTM D1056; round, closed cell Polyethylene Foam Rod; oversized 30 to 50 percent larger than joint width, reticulated polyolefin foam.

- D. Primer: Non-Staining Type. Provide primer as required and shall be product of manufacturer of installed sealant.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer.
- F. Sealants shall have normal curing schedules, shall be nonstaining, color fast and shall resist deterioration due to ultraviolet radiation.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that joint openings are ready to receive Work and field tolerances are within the guidelines recommended by sealant manufacturer.

#### 3.02 SURFACE PREPARATION

- A. Joints and spaces to be sealed shall be completely cleaned of all dirt, dust, mortar, oil, and other foreign materials which might adversely affect sealing Work. Where necessary, degrease with a solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of sealants.
- B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be sealed before priming and installation of sealants.
- C. Preparation of surfaces to receive sealant shall conform to the sealant manufacturer's specifications. Provide air pressure or other methods to achieve required results. Provide masking tape to keep sealants off surfaces that will be exposed in finished Work.
- D. Etch concrete or masonry surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5 percent solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.
- E. Perform preparation in accordance with ASTM C804 for solvent release sealants, and ASTM C962 for elastomeric sealants.
- F. Protect elements surrounding Work of this section from damage or disfiguration.

#### 3.03 SEALANT APPLICATION SCHEDULE

	<u>Location</u>	<u>Type</u>	<u>Color</u>
A.	Exterior and Interior joints in horizontal surfaces of concrete; between metal and concrete masonry and mortar.	Sealant 6	To match adjacent material
B.	Exterior door, entrance and window frames. Exterior and interior vertical joints in concrete and masonry	Sealant 3 or 5	To match adjacent material

metal flashing.

- |    |  |           |                            |
|----|--|-----------|----------------------------|
| C. | Joints within glazed curtain wall system. Skylight framing system. Aluminum entrance system glass and glazing. | Sealant 3 | Translucent or Black       |
| D. | Interior joints in ceramic tile and at plumbing fixtures.  | Sealant 4 | Translucent or White       |
| E. | Under thresholds.  | Sealant 2 | Black                      |
| F. | All interior joints not otherwise scheduled  | Sealant 1 | To Match Adjacent Surfaces |
| G. | Heads and sills, perimeters of frames and other openings in insulated partitions                               | Sealant 7 | Match Adjacent Surfaces    |

### 3.04

#### APPLICATION

- A. Provide sealant around all openings in exterior walls, and any other locations indicated or required for structure weatherproofing and/or waterproofing.
- B. Sealants shall be installed by experienced mechanics using specified materials and proper tools. Preparatory Work (cleaning, etc.) and installation of sealant shall be as specified and in accordance with manufacturer's printed instructions and recommendations.
- C. Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by manufacturer, shall be primed before installing sealants. Primer shall be installed with a brush that will reach all parts of joints to be filled with sealant.
- D. Sealants shall be stored and installed at temperatures as recommended by manufacturer. Sealants shall not be installed when they become too jelled to be discharged in a continuous flow from gun. Modification of sealants by addition of liquids, solvents, or powders is not permitted.
- E. Sealants shall be installed with guns furnished with proper size nozzles. Sufficient pressure shall be furnished to fill all voids and joints solid. In sealing around openings, include entire perimeter of each opening, unless indicated or specified otherwise. Where gun installation is impracticable, suitable hand tools shall be provided.
- F. Sealed joints shall be neatly pointed on flush surfaces with beading tool, and internal corners with a special tool. Excess material shall be cleanly removed. Sealant, where exposed, shall be free of wrinkles and uniformly smooth. Sealing shall be complete before final coats of paint are installed.

- G. Comply with sealant manufacturer's printed instructions except where more stringent requirements are indicated on Drawings or specified.
- H. Partially fill joints with joint backing material, furnishing only compatible materials, until joint depth does not exceed 1/2 inch joint width. Minimum joint width for metal to metal joints shall be 1/4 inch. Joint depth, shall be not less than 1/4 inch and not greater than 1/2 inch.
- I. Install sealant under sufficient pressure to completely fill voids. Finish exposed joints smooth, flush with surfaces or recessed as indicated. Install non-tracking sealant to concrete expansion joints subject to foot or vehicular traffic.
- J. Where joint depth prevents installation of standard bond breaker backing rod, furnish non-adhering tape covering to prevent bonding of sealant to back of joint. Under no circumstances shall sealant depth exceed 1/2 inch maximum, unless specifically indicated on Drawings.
- K. Prime porous surfaces after cleaning. Pack joints deeper than 3/4 inch with joint backing to within 3/4 inch of surface. Completely fill joints and spaces with gun applied compound, forming a neat, smooth bead.

### 3.05 MISCELLANEOUS WORK

- A. Sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to Drawings for condition and related parts of Work.
- B. Install sealants to depths as indicated or, if not indicated, as recommended by sealant manufacturer but within following general limitations:
  - 1. For joints in concrete walks, slab and paving subject to traffic, fill joints to a depth equal to 75 percent of joint width, but not more than 3/4 inch deep or less than 3/8 inch deep, depending on joint width.
  - 2. For building joints, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

### 3.06 CLEANING

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

### 3.07 CURING

- A. Sealants shall cure in accordance with manufacturer's printed recommendations. Do not disturb seal until completely cured.

### 3.08 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 9000  
PAINTING AND COATING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Exterior painting.

B. Following items shall not be painted:

1. Brass valves, chromium or nickel-plated piping and fittings.
2. Flexible conduit connections to equipment, miscellaneous name plates, stamping, and instruction labels and manufacturer's data.
3. Floodlight, parking light poles and loudspeaker poles, unless otherwise noted.

1.02 REGULATORY REQUIREMENTS

- A. Paint materials shall comply with the Food and Drug Administration's (F.D.A.) Lead Law and the current rules and regulations of local, state and federal agencies governing the use of paint materials.

1.03 SUBMITTALS

- A. List of Materials: Before submittal of samples, submit a complete list of proposed paint materials, identifying each material by distributor's name, manufacturer's name, product name and number, including primers, thinners, and coloring agents, together with manufacturers' catalog data fully describing each material as to contents, recommended installation, and preparation methods. Identify surfaces to receive various paint materials.

- B. Material Samples: Submit manufacturer's standard colors samples for each type of paint specified. Once colors have been selected, submit Samples of each color selected for each type of paint accordingly:

1. Samples of Paint and Enamel must be submitted on standard 8 ½" x 11" Leneta Opacity-Display Charts. Each display chart shall have the color in full coverage. The sample shall be prepared from the material to be installed on the Work. Identify the school on which the paint is to be installed, the batch number, the color number, the type of material, and the name of the manufacturer.
2. Elastomeric shall be submitted in duplicate samples of the texture coating. Samples will be not less than 2 ½ by 3 ½ in size and installed upon backing. Finished Work will match the reviewed Sample in texture.
3. Materials and color samples shall be reviewed before starting any painting.



- C. For transparent and stained finishes, prepare samples on same species and quality of wood to be installed in the Work, with written description of system used.

#### 1.04 QUALITY ASSURANCE

- A. Certification of Materials: With every delivery of paint materials, the manufacturer shall provide written certification the materials comply with the requirements of this section.
- B. Coats: The number of coats specified is the minimum number. If full coverage is not obtained with the specified number of coats, install additional coats as required to provide the required finish.
- C. Install coats and undercoats for finishes in strict accordance with the recommendations of the paint manufacturer as reviewed by the Architect.
- D. Paint materials shall comply with the following as a minimum requirement:
  - 1. Materials shall be delivered to Project site in original unbroken containers bearing manufacturer's name, brand number and batch number.
  - 2. Open and mix ingredients on premises in presence of the Project Inspector.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Storage and Mixing of Materials: Store materials and mix only in spaces suitable for such purposes. Maintain spaces clean and provide necessary precautions to prevent fire. Store paint containers so the manufacturer's labels are clearly displayed.

#### 1.06 SITE CONDITIONS

- A. Temperature: Do not install exterior paint in damp, rainy weather or until surface has thoroughly dried from effects of such weather. Do not install paint, interior, or exterior, when temperature is below 50 degrees F, or above 90 degrees F, or dust conditions are unfavorable for installation.

#### 1.07 WARRANTY

- A. Manufacturer shall provide a three year material warranty.
- B. Installer shall provide a three year application warranty.

#### 1.08 MAINTENANCE

- A. Provide at least one gallon of each type, color and sheen of paint coating installed. Label containers with color designation indicated on Drawings.

### PART 2 - PRODUCTS

#### 2.01 PAINT MATERIALS

- A. Furnish the products of only one paint manufacturer unless otherwise specified or required. Primers, intermediate and finish coats of each painting system must all be the

products of the same manufacturer, including thinners and coloring agents, except for materials furnished with shop prime coat by other trades.

- B. Factory mix paint materials to correct color, gloss, and consistency for installation to the maximum extent feasible.
- C. Paint materials to be minimum "Architectural Grade".
- D. Gloss degree standards shall be as follows:

HIGH GLOSS	70 and above	EGGSHELL	30 to 47
SEMI-GLOSS	48 to 69	SATIN	15 to 29

## 2.02 MANUFACTURERS

- A. Acceptable manufacturers, unless otherwise noted:

1. Dunn-Edwards Corporation Paints
2. Frazee Paints and Wall coverings
3. Vista Paints
4. Sherwin Williams
5. ICI Paints
6. Equal.

- B. Exterior steel:

1. Carboline
2. Equal.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Examine surfaces to receive paint finish. Surfaces which are not properly prepared and cleaned or which are not in condition to receive the finish specified shall be corrected before prime coat is installed.
- B. Metal surfaces to be painted shall be thoroughly cleaned of rust, corrosion, oil, foreign materials, blisters, and loose paint.
- C. Do not install painting materials to wet, damp, dusty, dirty, finger marked, rough, unfinished or defective surfaces.

- D. Mask off areas where necessary.

### 3.02 APPLICATION

- A. Priming: Metal surfaces specified to receive paint finish shall be primed. Surfaces of miscellaneous metal and steel not embedded in concrete, and surfaces of unprimed plain sheet metal Work shall be primed immediately upon delivery to the Project site. Galvanized metal Work and interior and exterior woodwork shall be primed immediately after installation. Priming of surfaces and priming coat shall be as follows:
  - 1. Galvanized Metal Work: Remove all soluble and insoluble contaminants and corrosion. Remove any storage stains per Section 6.2 of ASTM D6386. Chemically treat with Krud Kutter ME or Great Lakes Laboratories Clean & Etch or Equal, in accordance with manufacturer's written instructions. Ensure that all surfaces have been effectively and uniformly treated per the manufacturer's recommendation. Follow manufacturer's instructions for drying time, and then prime with one coat of Cycloaliphatic Amine Epoxy.
  - 2. Unprimed Iron, Steel, and Other Uncoated Metals: Where specified to be painted, prime with one coat of metal primer.
  - 3. Shop Primed Metal Items: Touch up bare and abraded areas with metal primer before installation of second and third coats.
  - 4. Coats shall be installed evenly and with full coverage. Finished surfaces shall be free of sags, runs and other imperfections.
- C. Allow at least 24 hours between coats of paint.
- E. Each coat of painted metal, except last coat, shall be sandpapered smooth when dry.
- H. Paint Roller, brush and spray.
  - 1. Spray, brush and roller work is permitted.

### 3.03 CLEANING

- A. Remove rubbish, waste, and surplus material and clean woodwork, hardware, floors, and other adjacent Work.
- B. Remove paint, varnish and brush marks from glazing material and, upon completion of painting Work, wash and polish glazing material both sides. Glazing material, which is damaged, shall be removed and replaced with new material.
- C. Clean hardware and other unpainted metal surfaces with recommended cleaner. Do not furnish abrasives or edged tools.

### 3.04 SCHEDULE

- A. Exterior:

1. Metal: 3 coats. Shall be cleaned and pre-treated. Items to be painted include, but are not limited to: steel columns and miscellaneous steel items, railings and handrails gravel stops, metal doors and frames, hoods and flashings.

- a. First Coat: Cycloaliphatic Amine Epoxy.

- b. Second and Third Coats: Aliphatic Acrylic-Polyester Polyurethane.

C. Electrical Work:

1. Work shall be cleaned, pre-treated, and painted with 3 coats. Items to be painted include, but are not limited to: electrical conduit, fittings, pull boxes, outlet boxes, fittings and miscellaneous supports and hangers, miscellaneous metal cabinets, panels, and access doors and panels.

- a. First Coat: As specified in this section under Priming.

- b. Second and Third Coats: Interior enamel, semi-gloss or gloss to match adjacent wall or ceiling finish.

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.06 CLEANUP

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

END OF SECTION

## SECTION 22 0500

### COMMON WORK RESULTS FOR PLUMBING

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Basic Mechanical Requirements specifically applicable to Division 22 Sections, in addition to the general requirements.
- B. Plumbing work includes the following: furnish and install all piping and plumbing fixtures shown on the architectural, and civil engineering drawings and described in these specifications. In connection with this work, contractor shall also furnish and install all necessary work, devices, hardware and systems required to make said systems properly and safely operable, including, but not limited to, mounting hardware, framing, insulation, valves, flashing, cleanouts, cutting, concrete coring and cutting, patching, and fixture insulation.

##### 1.2 WORK SEQUENCE

- A. Install work in phases to accommodate District's construction requirements. Refer to Architectural, Structural, Civil, and Electrical Drawings for the construction details and coordinate the work of this division with that of other divisions. Order the work of this division so that progress will harmonize with that of other divisions and all work will proceed expeditiously. During the construction period, coordinate mechanical schedule and operations with General Contractor and any other related subcontractor.

##### 1.3 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the District's option. Accepted Alternates will be identified in District-Contractor Agreement.
- B. Coordinate related work and modify surrounding work as required.

##### 1.4 SUBMITTALS

- A. Submit the following:
- B. Proposed Products List: Include Products specified in the following Sections:
  - 1. Division 22 - Plumbing.

- C. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- D. Equipment and materials shall be ordered only after satisfactory review by District and Engineer.
- E. The following statement applies to all items reviewed: "Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed at the job site; fabrication processes and techniques of construction; coordination of his work with that of other trades; and the satisfactory performance of his work."
- F. Contractor shall clearly mark the submittal sheet as to which model number, size, color, etc. when there is more than one choice available.
- G. Maintain a complete set of the most current reviewed submittal and shop drawings on site during construction.
- H. Submittals shall have Table of Contents organized by specification section and shall clearly identify electrical characteristics, options provided, color, model number and equipment tag as indicated on the drawings.
- I. College Standards for materials and equipment are available from Moorpark College Facilities Department. Materials listed as District Standards have been chosen in order to match other products already in use within the district as required for maintaining serviceability and spare parts in compliance with the California Public Contract Code.

#### 1.5 REGULATORY REQUIREMENTS

- A. Conform to 2016 California Building Code.
- B. Fire Protection: Conform to 2016 California Fire Code, and California State Fire Marshall Regulations, Title 19, Public Safety.
- C. Plumbing: Conform to 2016 California Plumbing Code.
- D. Mechanical: Conform to 2016 California Mechanical Code.
- E. Electrical: Conform to 2016 California Electrical Code.
- F. Obtain approved inspections from authority having jurisdiction.
- G. Conflicts: Where conflict or variation exists amongst Codes, the most stringent shall govern.

## 1.6 PROJECT / SITE CONDITIONS

- A. Install work in locations shown on drawings, unless prevented by project conditions.
- B. Prepare coordination drawings showing proposed arrangement of work to meet project conditions, including changes to work specified in other Sections. Coordinate with all other trades and existing structure.
- C. Piping Locations: Piping locations shown are diagrammatic only. Contractor shall verify locations of all lateral stubs, vent locations offsets, etc. required in the field. The actual locations of piping, cleanouts and connections may vary to avoid conflicts, or a more efficient route is determined provided that complete systems are installed in compliance with applicable codes.
- D. Construction Observation: Contractor shall notify Engineer at appropriate times during the construction process so that Engineer can visit site to become generally familiar with the progress and quality of Contractor's work and to determine if the work is proceeding in general accordance with the contract documents.
- E. Scaling of Drawings: In no case shall working dimensions be scaled from plans, sections, or details from the working drawings. If no dimension is shown on the architectural drawings, the prime Contractor shall request in writing that the Architect or the Engineer provide clarification or the specific dimension.

## 1.7 QUALITY ASSURANCE

- A. Qualification of Manufacturer: Products used in work shall be produced by manufacturers regularly engaged in the manufacture of similar items.
- B. Qualification of Installer: Use adequate number of skilled workmen, thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements contained in the plans and specifications.
- C. Applicable equipment and materials to be listed by Underwriters' Laboratories and manufactured in accordance with ASME, AWWA, or ANSI standards. Power-using equipment shall meet the California energy efficiency standards as defined in the current Title 24 requirements.
- D. Welding procedures and testing shall comply with ANSI Standard B31.1.0 standard code for pressure piping and the American Welding Society – Welding Handbook. Welding shall also comply with Division of the State Architect and structural plan requirements for materials, procedures, qualifications, and inspections.

## 1.8 DRAWINGS AND SPECIFICATIONS

- A. Drawings and specifications are intended to complement each other. Where a conflict exists between the requirements of the drawings and/or specifications, the contractor shall immediately and before commencing work, request clarification from Engineer.
- B. The Engineer shall interpret the drawings and the specifications, and the Engineer's decision as to the true intent and meaning thereof and the quality, quantity, and the sufficiency of the materials and workmanship furnished there under shall be accepted as final and conclusive.
- C. In case of conflicts not clarified prior to bidding deadline, use the most costly alternative (better quality, greater quantity, or larger size) in preparing the Bid. A clarification will be issued to the successful Bidder as soon as feasible after the Award, and if appropriate a deductive change order will be issued.
- D. All provisions shall be deemed mandatory except as expressly indicated as optional by the word "may" or "option".
- E. Examine and compare the contract drawings and specifications with the drawings and specifications of other trades. Report any discrepancies to the architect. Install and coordinate the work in cooperation with the other trades.

## 1.9 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS

- A. Maintain uniformity of manufacturer for equipment used in similar applications and sizes. Provide products and materials that are new, clean, free from defects, damage, and corrosion. Provide name/data plates on major components with manufacturer's name, model number,



serial number, date of manufacturer, capacity data, and electrical characteristics permanently attached in a conspicuous location on the equipment.

- B. Protect materials stored at site and installed from damage.
- C. Verify dimensions of equipment and fixtures prior to ordering.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install all equipment per the manufacturer's instructions for installing, connecting, and adjusting. A copy of the instructions shall be kept at the equipment during installation and provided to the engineer at his/her request.
- B. Adjust pipes, ducts, panels, equipment, etc., to accommodate the work to prevent interferences.
  - 1. Right-of-Way: Lines which pitch have the right-of-way over those which do not pitch. Lines whose elevations cannot change have right-of-way over lines whose elevations can be changed.
  - 2. Provide offsets, transitions, and changes in directions of pipes as required to maintain proper head room and pitch on sloping lines. Provide traps, air vents, drains, etc., as required. It is the intent of this paragraph that all cost associated with compliance be borne by the contractor.
  - 3. All equipment shall be firmly anchored to building structural elements.
  - 4. Carefully check space requirements with other trades and existing conditions to insure material, fixtures or equipment can be installed in the spaces allotted.
- C. Install all plumbing fixtures and equipment to allow for service.

END OF SECTION 220500

## SECTION 22 0510

### PLUMBING PIPING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings, notes, and general provisions of the Contract, including General and Supplemental Conditions and Division 01 specification sections, apply to this section.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Pipe and fittings for domestic water, condensate drains, filtered water, natural gas, rainwater, waste and vent, vacuum, and filtered cold water.
  - 2. Escutcheons.
  - 3. Cleanouts.
  - 4. Vandal-proof vent caps.
  - 5. Supply tubes.

##### 1.3 REFERENCES

- A. ANSI B31.9 - Building Service Piping.
- B. ASME B16.3 - Malleable Iron Threaded Fittings.
- C. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings.
- D. ASTM A47 - Ferritic Malleable Iron Castings.
- E. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
- F. ASTM A74 - Cast Iron Soil Pipe and Fittings.
- G. ASTM A120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses.
- H. ASTM B32 - Solder Metal.
- I. ASTM B88 - Seamless Copper Water Tube.
- J. ASTM C564 - Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

- K. ASTM D1785 - Poly Vinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- L. ASTM D2241 - Poly Vinyl Chloride (PVC) Plastic Pipe (SDR-PR).
- M. ASTM D2466 - Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40.
- N. ASTM D2564 - Solvent Cements for Poly Vinyl Chloride (PVC) Plastic Pipe and Fittings.
- O. ASTM D2855 - Making Solvent-Cemented Joints with Poly Vinyl Chloride (PVC) Pipe and Fittings.
- P. ASTM D3034 - Poly Vinyl Chloride (PVC) Plastic Sewer Pipe SDR-35.
- Q. CISPI 301 - Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems.
- R. CISPI 310 - Joints for Hubless Cast Iron Sanitary Systems.
- S. ASTM D2513 - SDR11.5 Polyethylene Gas Pipe.
- T. ASTM D1784 – Low Extractable Polyvinyl Chloride for filtered water.

#### 1.4 SUBMITTALS

- A. Product Data: For the following products:
  - 1. Piping and fittings.
  - 2. Escutcheons.
  - 3. Cleanouts.
  - 4. Vandal-proof vent caps.
  - 5. Supply tubes.
- B. Project Record Documents
  - 1. Submit the following:
  - 2. Record actual locations of valves and piping.
- C. Operation and Maintenance Data
  - 1. Submit the following:
  - 2. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

#### 1.5 REGULATORY REQUIREMENTS

- A. Perform work in accordance with 2016 California plumbing code.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of the general requirements.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install underground piping when bedding is wet or frozen.

### PART 2 - PRODUCTS

#### 2.1 DOMESTIC WATER PIPING, ABOVE GROUND

- A. Hard Copper Tube: ASTM B88, Type L water tube, drawn temper.
  - 1. Wrought-copper solder-joint fittings: ASME B16.22, wrought-copper pressure fittings with non-lead bearing solder.
  - 2. Bronze Flanges: ASME B16.24, class 150, with solder-joint ends.
  - 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.
  - 4. US Manufactured

#### 2.2 DOMESTIC WATER PIPING, BELOW GRADE

- A. Copper Tube: ASTM B88, Type K water tube, annealed temper.
  - 1. Copper solder-joint fitting: ASME B16.22, wrought-copper pressure fittings. No joints under slabs.
  - 2. US Manufactured

## 2.3 CONDENSATE DRAIN PIPING

- A. Hard Copper Tube: ASTM B88, type L water tube, drawn temper.
  - 1. Wrought-copper solder-joint fittings: ASME B16.22, wrought-copper pressure fittings.

## 2.4 NATURAL GAS PIPING, BURIED

- A. Polyethylene Pipe: ASTM D2513, SDR 11.5 with socket type fittings and fusion welded joints.
  - 1. Fittings – ASTM D2466, polyethylene.
  - 2. Transitions from underground PE to above-ground steel shall be made with listed pre-bent transition fittings.
  - 3. An unbroken number 18 tracer wire shall be installed with and attached to underground non-metallic pipe and shall terminate above grade at each end. Labeled plastic tape shall be installed over plastic gas pipe.
  - 4. Note special requirements on plans for tie-in to existing piping.

## 2.5 NATURAL GAS PIPING, ABOVE GROUND

- A. Steel Pipe: ASTM A53, black steel, schedule 40.
  - 1. Malleable-iron threaded fittings: ASME B16.3, class 150, standard weight.
  - 2. Unions: ASME B16.39, class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
- B. Flexible Connector for final Gas Appliance Connection
  - 1. Manufacturer – Dormont
    - a. with stress guard rotational fittings, braided stainless steel, (snapfast quick disconnect at gas dryers only).

## 2.6 ABOVE GRADE RAINWATER AND SANITARY WASTE AND VENT PIPING

- A. Above grade - Hubless cast-iron pipe and fittings: ASTM A888 or CISPI 301.
- B. Standard shielded couplings, stainless steel: CISPI 310.
- C. Heavy-duty couplings, stainless steel: ASTM C564.
- D. All cast-iron pipe and fittings shall be manufactured in the U.S.
- E. Indirect waste shall be DWV copper with cast DWV fittings.

## 2.7 BELOW GRADE STORMWATER, WASTE, & VENT PIPING

- A. PVC Schedule 40 DWV with solvent welded fittings
- B. ASTM 1785 – US Manufactured
- C. Adapt to cast iron 6” above finished floor with Mission Rubber transitions fittings.

## 2.8 ESCUTCHEONS

- A. Escutcheons for water and waste piping penetrations.
  - 1. Manufacturers: subject to compliance with requirements, provide products by the following: Brasscraft.
  - 2. Description: chrome-plated cast brass with set screws.

## 2.9\_ CLEANOUTS

- A. Cleanouts for waste piping.
  - 1. Manufacturers: subject to compliance with requirements, provide products by one of the following:
    - a. J.R. Smith
    - b. Zurn.
  - 3. Description: cast-iron with threaded bronze plug. 18 gage stainless cover with vandal-proof screws for wall cleanout. Polished brass non-slip cover for floor cleanout.
  - 4. At condensate piping – female threaded fitting with bronze plug.

## 2.10 VANDAL-PROOF VENT CAPS

- A. Vandal-proof vent caps
  - 1. Manufacturers: subject to compliance with requirements, provide products by one of the following:
    - a. J.R. Smith
    - b. Zurn.
  - 2. Description: cast-iron dome secured with recessed Allen Key Set screws.

## 2.11\_ SUPPLY TUBES

- A. Supply tubes:
  - 1. Manufacturers: subject to compliance with requirements, provide products by the following:
    - a. Brasscraft.
    - b. No-Burst.
  - 5. Description: braided stainless steel, 1/2" FIP x 1/2" compression.

### RT 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

#### 3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

#### 3.3 INSTALLATION

- A. Install in accordance with Manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient.
- D. Install piping to conserve building space and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Provide clearance for installation of insulation and access to valves and fittings.

- H. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors.
- I. Establish elevations of buried piping outside the building to ensure not less than 30 inch of cover. Exception: Localized areas may be 18" deep to accommodate existing conditions.
- J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- K. Provide support for utility meters in accordance with requirements of utility companies.
- L. Prepare pipe, fittings, supports, and accessories not pre-finished, ready for finish painting.
- M. Excavate in accordance with this Section for work of this Section.
- N. Backfill in accordance with this Section for work of this Section.
- O. Install plumbing vents per CPC requirements Size per Table 703.2. Increase one pipe size at horizontal runs exceeding 1/3 total permitted length per COC 904.2. Provide all coring, support, flashing and vent termination. All plumbing vents not shown on drawings for clarity. Route to be based on contractor's coordination efforts. Provide as-built venting plan at conclusion of installation.
- P. Install valves with stems upright or horizontal, not inverted.
- Q. Underground Alert: Before laying out piping and performing trenching, contractor shall determine locations of existing underground utilities. Contact "Dig Alert / Underground Service Alert of Southern California" - 1-800-422-4133. Contractor shall also contact District's representative to ascertain locations of underground piping and other conditions affecting trenching, and shall perform testing and subsurface exploration as necessary to locate utilities. Do not perform trenching until all utilities have been located and marked.
- R. Trenching: material shall be excavated from trenches and piled adjacent to the trench. Material shall be piled in such a manner that will cause a minimum of inconvenience to public travel. All rock, boulders, and stones shall be removed to provide a minimum clearance of six (6) inches under and around pipes. Excavations shall be kept free of water. Trenches shall be dug to true and smooth bottom grades and in accordance with the lines indicated on drawings and as directed. Trench widths shall not exceed 30 inches or 1.5 times outside diameter of the pipe plus 18 inches whichever is greater. Minimum trench width shall be the outside diameter of pipe installed plus 12 inches. Depth of trenching for water and gas piping shall be such as to give a minimum cover of 18 inches over the top of the pipe. Deeper excavation may be required due to



localized breaks in grade, or to install the new piping under existing culverts or other utilities where necessary. Trenching for sewers and drains shall be of sufficient width to permit proper jointing of the pipe and backfilling of material along the sides of the pipe. Trench width at the surface of the ground shall be kept to the minimum amount necessary to install the pipe in a safe manner. Trenches shall be excavated below the barrel of the pipe a sufficient distance to provide for bedding material where the trench bottom is in a material which is unsuitable for foundation or which will make it difficult to obtain uniform bearing for the pipe. Such material shall be removed and a stable foundation provided. This shall include the preparation of the native trench bottom and/or the top of the foundation material to a uniform grade so that the entire length of pipe rests firmly on a suitable properly compacted material (sand or gravel required). Gravel to be used for foundation purposes shall be of a type and gradation to provide a solid compact bedding in the trench.

- S. Backfill: Contractor shall complete bedding and then backfill to 6 inches over the top of the pipe with sand or gravel before starting backfilling operations. Take all precautions necessary to protect the pipe from damage, movement and shifting. Compaction equipment used above the pipe zone shall be of a type that does not injure the pipe. Where original excavated material is unsuitable for trench backfill, backfill gravel shall be placed. Unsuitable material shall be removed to a disposal area. Wherever a trench is excavated in a paved roadway, sidewalk or other area where minor settlements would be detrimental and where native excavated material is not suitable for compaction as backfill, trench shall be backfilled with backfill gravel. Warning tape markers and tracer wires shall be installed during backfill operations. When working in an existing traveled roadway, restoration and compaction shall be achieved as the trench is backfilled so as to maintain traffic. Provide temporary, traffic-bearing steel plates over excavations in public rights-of-way, if backfilling and re-paving cannot be accomplished before end of work period. Trench backfill under roadway shall be mechanically compacted to 95 percent of maximum density except for trenches over 8 feet in depth. In any trench in which 95 percent density cannot be achieved with existing backfill, the top 4 feet shall be replaced with backfill gravel mechanically compacted to 95%. The method of compaction shall be at contractor's option, unless excavation permit requires a specific type. Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density. Compaction by water jetting will not be permitted. Where backfill is required to be certified, compliance shall be performed in accordance with the requirements of the governing authority. Allow testing service to inspect and approve each subgrade and fill layer before further fill, backfill or construction work is performed.
- T. Seal all penetrations per specification section
- U. Disinfect all water piping per AWWA requirements

1. Acceptable Disinfectants

- a. Sodium Hypochlorite
  - b. Calcium Hypochlorite.
- 2. Flush system prior to disinfection. Add solution to bring system to 25 PPM for 24 hours. Neutralize solution prior to dumping to sewer.
- 3. Testing Requirements for demonstration of compliance with the Maximum Containment Level (MCLs) of the Safe Drinking Water Act: Test at five locations on first floor including drinking fountain, men's and women's shower, coach's showers. At second floor test at drinking fountain.
  - a. Total chlorine concentration of less than 1 mg/L (1 ppm).
  - b. The absence of any coliform bacteria.
  - c. Less than 200 non-coliform bacteria per 100 mL sample
- 4. Repeat disinfection if test results are not satisfactory.
- V. Install cleanouts on condensate piping at changes of direction and every 40 feet.
- W. Support & brace cast iron piping at transition from underground piping so that PVC does not support cast iron.
- X. Completely debur all piping after cutting.

### 3.4 APPLICATION

- A. Install unions downstream of valves, relief piping and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Sweat solder adapters to pipe.
- C. Install gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.

### 3.5 ERECTION TOLERANCES

- A. Establish invert elevations, slopes for drainage to 1/4 inch per foot minimum. Pothole point of connection at the beginning of project. Layout to furthest fixtures to verify 1/4"/ft slope.

END OF SECTION 220510

## SECTION 22 4000

### PLUMBING FIXTURES AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following plumbing fixtures, equipment, and related components:

##### 1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. Fitting: Device that controls the flow of water into or out of the plumbing fixture. Fittings specified in this Section include drains and tailpieces, and traps and waste pipes.
- C. FRP: Fiberglass-reinforced plastic.
- D. PMMA: Polymethyl methacrylate (acrylic) plastic.
- E. PVC: Polyvinyl chloride plastic.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of plumbing fixture indicated. Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.
- B. Operation and Maintenance Data: For plumbing fixtures to include in emergency, operation, and maintenance manuals.
- C. Warranty: Standard Manufacturer's warranty.

##### 1.5 QUALITY ASSURANCE

- A. Accessible Plumbing Fixture Regulatory Requirements: Accessible plumbing fixtures shall comply with all of the requirements of 2016 CBC Section 1115B & 2016 CPC. Height and locations of all fixtures shall be according to CBC Table 1115B-1. Fixture controls shall comply with CBC Section 1118B.

- B. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each

category through one source from a single manufacturer.

1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in 2016 CEC, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" "Americans with Disabilities Act"; for plumbing fixtures for people with disabilities.
- E. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.
- F. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.
- G. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.
- H. Comply with the following applicable standards and other requirements specified for plumbing fixtures:
  1. Mop-Service Basins: ANSI Z124.6.
- I. Comply with the following applicable standards and other requirements specified for miscellaneous fittings:
  1. Brass Waste Fittings: ASME A112.18.2.
- J. Comply with the following applicable standards and other requirements specified for miscellaneous components:
  1. Floor Drains: ASME A112.6.3.
  2. Off-Floor Fixture Supports: ASME A112.6.1M.
  3. Pipe Threads: ASME B1.20.1.

#### 1.6 WARRANTY

- A. Special Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace components of whirlpools that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures of unit shell.

- b. Faulty operation of controls, blowers, pumps, heaters, and timers.
  - c. Deterioration of metals, metal finishes, and other materials beyond normal use.
- 2. Warranty Period for Commercial Applications: One year from date of Substantial Completion.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Faucet Washers and O-Rings: Equal to 10 percent of amount of each type and size installed.
  - 2. Faucet Cartridges and O-Rings: Equal to 5 percent of amount of each type and size installed.
  - 3. Flushometer Valve, Repair Kits: Equal to 10 percent of amount of each type installed, but no fewer than 12 of each type.
  - 4. Provide hinged-top wood or metal box, or individual metal boxes, with separate compartments for each type and size of extra materials listed above.
  - 5. Toilet Seats: Equal to 5 percent of amount of each type installed.

### PART 2 - PRODUCTS

#### 2.1 FIXTURE SUPPORTS

- A. Service Sink Supports:
  - 1. Description: 2"x2" welded tube support brackets per Structural plans.

#### 2.2 SERVICE SINKS

- A. Service Sinks:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Fiat 24"x24"x12" terrazzo model number TSBC1610501 available from Grainger. Provide strainer Zurn D-2 or equal. Provide 2 inch waste line with brass ball valve.

## 2.14 FLOOR DRAINS

### A. Floor Drains:

1. Manufacturers: subject to compliance with requirements, provide products by the following:
  - a. J.R. Smith.
  - b. Zurn.
2. Description: cast iron body, square non-slip bronze grate, adjustable, with trap primer connection.

### B. Trench drain

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before plumbing fixture installation.
- B. Examine cabinets, counters, floors, and walls for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Assemble plumbing fixtures, trim, fittings, and other components according to manufacturers' written instructions.
- B. Install floor supports, affixed to floor slab with anchor brackets per Structural plans.
- C. Install fixtures level and plumb.
- D. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

### 3.3 FIELD QUALITY CONTROL

- A. Verify that installed plumbing fixtures are categories and types specified for locations where installed.
- B. Check that plumbing fixtures are complete with trim, faucets, fittings, and other specified components.
- C. Inspect installed plumbing fixtures for damage. Replace damaged fixtures and components.

### 3.4 CLEANING

- A. Clean fixtures and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:
  - 1. Remove sediment and debris from drains.
- B. After completing installation of exposed, factory-finished fixtures and fittings, inspect exposed finishes and repair damaged finishes.

### 3.5 PROTECTION

- A. Provide protective covering for installed fixtures and fittings.
- B. Do not allow use of plumbing fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION 224000

SECTION 26 0000  
GENERAL PROVISIONS

PART 1 - GENERAL

- A. The general contract provisions apply to this section and take precedent over this section in case of conflict.

1.01 GENERAL PROVISIONS

- A. This division supplements the applicable requirements of other divisions.

1.02 DEFINITIONS

- A. For the purposes of Division 260000, the following definitions apply:
  - 1. Provide: Furnish and install.
  - 2. Indicated: As shown on the drawings or specified herein.
  - 3. Circuit Designation: Panel designation and circuit number, i.e., LA-13.
  - 4. Approved equal: Approved by the engineer of record as equal in his sole determination.

1.03 SCOPE OF WORK

- A. The Specifications for Work of Division 260000 include, but are not limited to the following sections:

26 0000–General Provisions

26 0050–Basic Electrical Materials and Methods

26 0060–Minor Electrical Demolition for Remodeling

26 0111–Conduits

26 0116–Wire Basket Cable Trays

26 0120–Conductors

26 0130–Electrical Boxes



26 0140–Wiring Devices

26 0142–Nameplates and Warning Signs

26 0164–Branch Circuit Panelboards

26 0170–Disconnects

26 0190–Support Devices

26 2450–Grounding

26 2510–Lighting Fixtures

- B. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this division, complete, as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1. Examine all divisions for related work required to be included as work under this division.
2. General provisions for electrical work.
3. Site observation including existing conditions.

- C. Related Work Specified Elsewhere but included in the scope of work:

1. Motors and their installation.
2. Control wiring and conduit for heating, ventilating and air conditioning.

- D. Work Not In Contract (N.I.C.):

1. Telephone instruments.

- E. Coordination

1. The following supplements are additional General Requirements pertaining to work of this Division. Provisions of Division 1 - General Requirements shall remain in effect.
  - a. Coordinate work of various sections of Division 26 and 27.
  - b. Coordinate work of this Division 26 with work of Divisions 2 through 25.

#### 1.04 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI).
- B. Association of Edison Illuminating Companies (AEIC).
- C. Electrical Testing Laboratories (ETL).
- D. Illuminating Engineering Society (IES).
- E. Institute of Electrical and Electronic Engineers (IEEE).
- F. Insulated Cable Engineers Association (ICEA).
- G. National Electrical Manufacturers Association (NEMA).
- H. National Fire Protection Association (NFPA).
- I. Underwriters Laboratories, Inc. (UL).
- J. California State Fire Marshal (CSFM).
- K. California Energy Commission (CEC) Title 24.

#### 1.05 QUALITY ASSURANCE

- A. Regulations: All the electrical equipment and materials, including their installations, shall conform to the following applicable latest codes and standards:
  - 1. California Electric Code, Latest Adopted Edition (NEC), 2008 unless a more current version has been adopted.
  - 2. Local and State Fire Marshal.
  - 3. Occupational Safety and Health Act (OSHA).
  - 4. Requirements of the Serving Utility Company.
  - 5. Local Codes and Ordinances.
  - 6. Requirements of the Office of the California State Architect (OSA).
  - 7. California Administrative Code, Title 8, Chapter 4, Industrial Safety Orders.
  - 8. California Administrative Code, Title 24.
  - 9. County of Ventura Codes and Regulations.

- B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply. In instances where plans and specifications are at variance or conflict the most restrictive requirement shall apply. Contractor shall be responsible for all his associated work and materials and also the work and materials of related or affected trades.
- C. Contractor's Expense: Obtain and pay for all required bonds, insurance, licenses, and pay for all taxes, fees and utility charges required for the electrical work.
- D. Testing and Adjustment:
  - 1. Perform all necessary tests required to ascertain that the electrical system has been properly installed, that the power supply to each item of equipment is correct, and that the system is free of grounds, ground faults, and open circuits, that all motors are rotating in the proper directions, and such other tests and adjustments as may be required for the proper completion and operation of the electrical system. Contractor shall provide a copy of all test reports to prove these tests have been performed.
  - 2. If, during the course of testing, it is found that system imbalance is in excess of 20%, rearrange single-pole branch circuit in lighting and receptacle panels to bring system balance to within 20% on all phases. Record all such changes on the typewritten panelboard schedule and submit a summary of changes to the Engineer on the record drawings.

#### 1.06 SUBMITTALS

- A. Procedure: In accord with the Submittal Section.
- B. Shop drawings: Detailed shop drawings for the following equipment:
  - 1. Plug-in busways.
  - 2. Distribution panelboards.
  - 3. Branch circuit panelboards.
  - 4. Circuit breaker load center.
  - 5. Cable trays and accessories.
  - 6. Lightning protection.
  - 7. Uninterruptible power supplies.
  - 8. Switchboards.

9. Ground fault protection.
10. Ground fault detection and alarm.
11. Highway and roadway light poles.
12. Dimmer cabinets.
13. Emergency generators.
14. Fire alarm system.
15. Vault alarm system.
16. Motor control centers.
17. Contactors and cabinet.
18. Security system.
19. Low voltage cabling riser diagram

C. Product data: Detailed manufacturer's data for:

1. Underfloor duct.
2. Cable tray.
3. Cabinets.
4. Concrete pull boxes.
5. Disconnects.
6. Individually mounted circuit breakers.
7. Auto-transfer switches.
8. Transformers.
9. Capacitors.
10. Lighting fixtures and associated equipment including control.
11. Generators.
12. AM & CS door alarms.
13. Electric door strikes.

14. Audio systems.
  15. Gel-filled wire connectors.
- D. Test results for the following:
1. Generator systems.
  2. Fire alarm system.
  3. Vault alarm system.
  4. Circuit breakers.
  5. Grounding systems.
  6. Cables.
- E. Include sufficient information to indicate complete compliance with Contract Documents. Include illustrations, catalog cuts, installation instructions, drawings, and certifications. On each sheet show manufacturer's name or trademark.
- F. Operating, maintenance, and instruction data for:
1. Auto-transfer switches.
  2. Power supplies.
  3. Switchboards.
  4. Ground fault protection.
  5. Alarm and detection.
  6. Dimmer cabinets.
  7. Emergency generators.
  8. Audio equipment.
- G. Instruction materials:
1. Provide at the time of personnel instruction period three bound copies of instruction manuals for the systems as listed in Subparagraph 1.04.A.4.f.
  2. Include the following (minimum) information in each copy of instruction manual:
    - a. Manufacturers' names and addresses including phone numbers.

- b. Serial numbers of items furnished.
- c. Catalog cuts, exploded views and brochures, complete with technical and performance data for all equipment, marked to indicate actual items furnished and intended use.
- d. Recommended spare parts.

#### 1.07 OWNER'S PERSONNEL INSTRUCTIONS

- A. Prior to completion of the contract, and at the Owner's convenience, instruct verbally and demonstrate to the Owner's personnel, the operation of the systems as listed under operating, maintenance, and instructional data and/or emergency generator, automatic transfer switch and fire alarm annunciator panel.

#### 1.08 CLEANING

- A. Clean exterior surfaces and interiors of equipment and remove all dirt, cement, plaster and other debris. Protect interior of equipment from dirt during construction and clean thoroughly before energizing.
- B. Clean out cracks, corners and surfaces on equipment to be painted. Remove grease and oil spots so that paint may be applied without further preparation.

#### 1.09 PROJECT RECORD DOCUMENTS - Prepare the following and submit to the engineer before final acceptance:

- A. Mark Project Record Documents daily to indicate all changes made in the field.
  - 1. In addition to general requirements of Project Record Drawings, indicate on drawings, changes of equipment locations and ratings, trip sizes, and settings on circuit breakers, alterations in raceway runs and sizes, changes in wire sizes, circuit designations, installation details, one-line diagrams, control diagrams and schedules.
- B. Use green to indicate deletions and red to indicate additions.
  - 1. Use the same symbols and follow the same drafting procedures used on the Contract Drawings.
- C. Locate dimensionally off of contract drawings all underground conduit stubbed-out for future use, underground feeder conduits, and feeder pull box locations using building lines by indicating on the Project Record Drawings.

- D. At the completion of underground conduit installation provide underground conduit record documents to owner's representative.
- E. Two copies, in binder form, of all test results as required by these specifications - 260030.
- F. Two copies of local and/or state code enforcing authorities final inspection certificates.
- G. Two copies, in binder form, of electrical equipment cut sheets, manufacturer's installation instructions, warranty certificates, and product literature for all products utilized on project.

#### 1.10 SERVICE INTERRUPTIONS AND UTILITY

- A. Coordinate with the Owner the interruption of services necessary to accomplish the work.
- B. Coordinate with the utility company all work associated with power and communications distribution systems and service entrance equipment.
- C. Electrical contractor shall supply temporary power for all trades.

#### 1.11 MINIMUM SPECIFICATION REQUIREMENTS (ALL WORK OF DIVISION 260000)

- A. As a minimum Specification requirement, all materials and methods shall comply with applicable governing codes.

#### 1.12 PENETRATION SEALING

- A. Seal penetration through exterior walls and fire rated walls, floors, ceilings, and roofs with 3M Firestopping materials of fire rating capacity rated per architectural plans and UBC or prevailing building code requirements.

#### 1.13 PLACING EQUIPMENT IN SERVICE

- A. Do not energize or place electrical equipment in service until all interested parties have been duly notified and are present or have waived their rights to be present. Where equipment to be placed in service involves service or connection from another contractor of the owner, notify the owner in writing when the equipment will be ready for final testing/connection and schedule to the owner's satisfaction of this service connection. Notify the owner two weeks in advance of the date the various items of equipment will be complete.

#### 1.14 OWNER-FURNISHED ITEMS

- A. Pick up Owner-furnished items and handle, deliver, install, and make all final connections.
  - 1. Assume responsibility for the items when consigned at the storage facility or in the field in accord with requirements of the Contract Documents.

#### 1.15 ELECTRIC ITEM LOCATION

- A. Electrical drawings are generally diagrammatic. Verify equipment sizes with shop drawings and manufacturers' data and coordinate location layout with other trades. Notify owner and engineer of any changes of location requirements prior to installation and obtain engineer's written acceptance for all changes/revisions.

#### 1.16 DEMOLITION

- A. Scope: Provide and perform demolition, preparatory and miscellaneous work as indicated and specified, complete.
- B. Principle Items of Work:
  - 1. Demolition and removal of existing electrical conduit, wiring and equipment required to complete the project.
  - 2. Preparation of the existing building to receive or connect the new work.
  - 3. Miscellaneous demolition, cutting, alteration, and repair work in and around the existing building necessary for the completion of the entire project.
  - 4. Disconnecting and reconnection of electrical equipment as required by the construction modifications.
- C. Existing Conditions: Make a detailed survey of the existing conditions pertaining to the work. Check the locations of all existing structures, equipment and wiring (branch circuiting and controls). Provide at bid time any exclusions for existing conditions work.
- D. Salvage and Disposal: All removed material other than items to be reused shall be returned to the owner or disposed of in accordance with instructions from the owner's representative. Disposal shall be done in accordance with EPA and governing body requirements and regulations. Contractor shall pay all fees and charges for disposal.

#### 1.17 ELECTRICAL WORKMANSHIP REQUIREMENTS



- A. It is required that all electrical construction of this Contract be performed by journeyman electricians. All journeyman electricians shall have a minimum of 4 years of apprenticeship training and hold a valid Certificate of Completion from an apprenticeship training course approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards. This is intended to mean that a person who does not hold a valid Certificate of Completion from an apprenticeship training course approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards will not be permitted to do electrical work of any kind that involves new construction, nor make repairs, alterations, additions, or changes of any kind to any existing system of electrical wiring, apparatus, equipment, light, heat, or power.
- B. Contractor may employ electrical helpers or apprentices on any job of electrical construction, new or existing, when the work of such helpers or apprentices is performed under direct and constant personal supervision of a journeyman electrician holding a valid Certificate of Completion from an apprenticeship training course approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards.
  - 1. Each journeyman electrician will be permitted to be responsible for quality of workmanship for a maximum of eight helpers or apprentices during any same time period, provided the nature of work is such that good supervision can be maintained and quality of workmanship achieved is the best, as expected by Owner and as implied by the latest edition of the California Electrical Code (National Electrical Code with State of California amendments).
  - 2. Before each journeyman electrician commences work, deliver to Owner at project site a photocopy of journeyman's valid Certificate of Completion from an apprenticeship training course approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards.
- C. All electrical systems shall be installed in a neat and workmanlike manner per National Electrical Code requirements and ANSI approved NEIS National Electrical Installation Standards.

#### 1.18 DESIGN CHANGES AFTER AWARD OF BID

- A. When a change in the quantity or size of conductors is made, the conduit size will remain in accordance with that indicated in the original contract drawings rather than the drawing symbol conduit table. When code permits, provide conductor insulation 'THWN' where required to maintain conduit fill conformance with the National Electrical Code.

#### 1.19 CREDITS AND EXTRAS (in case of conflict the provisions of section 1000 shall govern)

- A. Material prices shall be in accordance with the latest issue of Trade Service Publication Inc's. 'Electrical Trade Book', less contractor's discount, or submitted manufacturer's or supplier's quotes, plus tax and 1% cartage.
- B. Labor rates shall be based on local union scale and shall include only benefits required by the union.
- C. The maximum charged for the Foreman or General Foreman shall be the minimum required by the local union.
- D. The amount of labor charged to accomplish the required work shall be based on NECA's 'Manual of Labor Rates'.
- E. The amount of added direct labor cost shall not exceed 30% of the actual labor cost and shall include insurance, taxes, small tools, payroll expenses, office supervision, management development, training, and etc.
- F. Rental cost or rates shall be based on the American Equipment Dealers rated manual, less contractor's discount. Copies of the Equipment Rental Invoices shall be submitted to the architect.
- G. The contractor and the architect shall negotiate any cost item where it can be shown that the job conditions are beyond the scope of the above listed manuals. In this case, the burden of proof shall be the responsibility of the contractor. He shall provide invoices, detailed breakdowns, confirmation by the resident inspector of existing conditions and etc., as may be required to justify his claim.
- H. The fee for the prime electrical sub-contractor shall be in accordance with the general and supplemental conditions of the specification, but shall not exceed 5% overhead and 5% profit. No additional overhead and profit shall be allowed for sub-contractors to the prime sub-contractor.
- I. The contractor shall submit detailed material and labor cost breakdown on all cost changes to the contract in the form directed by the architect.
- J. For credit changes to the contract, the fee shall not be included, except where additions and deductions are made by a single change order, the cost shall be based on the net change in material and labor prior to determining the fee.

#### 1.20 MATERIAL AND EQUIPMENT SUBSTITUTION

- A. Where two or more trade names or manufacturers are mentioned, selection shall be made from the group listed for use in the base bid. The order in which names are listed is not intended to be any indication of preference.
- B. Where a single manufacturer, product or trade name is stated, that manufacturer, product or trade name shall be used in the base bid. The use of other manufacturers,

products or trade names will be considered by the engineer of record (unless that product is indicated for no substitution) only if submitted as alternate items at the time of bidding, with evidence of equality and a statement of net price difference as compared to the specified item. After approval by the engineer of record, the architect and owner reserve the right to review such submittals and to determine the acceptability for use.

- C. Equipment other than that specified will be accepted only when written approval is given by the engineer of record and architect, in accordance with Division 1.
- D. The contractor shall be held responsible for all physical changes in piping, equipment, etc. resulting from equipment substitution and likewise bear any increased cost of other trades in making said substitution. Approval by the architect of equipment other than that specified does not relieve this contractor of this responsibility.

#### 1.21 REQUESTS FOR INFORMATION

- A. The contractor shall submit all requests for information (RFI's) typewritten on the attached form.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 26 0050  
BASIC ELECTRICAL MATERIALS & METHODS

PART 1 - GENERAL

- 1.01 DESCRIPTION: Division 1 applies to this Section. This Section contains general requirements for the Sections in Division 26.
- A. Related Work Not in Division 26: Refer to individual Division 26 Sections.
- 1.02 QUALITY ASSURANCE:
- A. Codes: Entire installation shall comply with requirements of authorities having jurisdiction.
- B. Permits: Contractor shall pay for all permits required by work under this Division.
- C. Inspections: Contractor shall arrange for all inspections and correct non-complying installations.
- 1.03 SUBMITTALS: Refer to Division 1 for procedures.
- A. Material and Equipment: Prior to start of work, 6 copies of a list of all materials and equipment covered by Division 26 shall be submitted for approval. Contractor shall allow ample time for checking and processing and shall assume responsibility for delays incurred due to rejected items. No installation of material concerned shall be made until such written approval has been obtained. Approval of materials and equipment shall in no way obviate compliance with the Contract Documents. Each item proposed shall be referenced to the applicable Section, Page, and Paragraph of Division 26. For each item proposed, give name of manufacturer, trade name, catalog data, and performance data.
- B. Equipment Layout Drawings: Submit "Equipment Layout Drawings" for each equipment room or area containing equipment items furnished under this Division. Layout Drawings shall consist of plan view of room, to scale, showing projected outlines of all equipment, complete with dotted line indication of all required clearances including all those needed for removal or service. Location of all conduit and pull boxes shall be indicated.
- C. Service Manuals: NOT APPLICABLE
- D. Record Drawings: Prepare and submit in accordance with requirements. Contractor shall make notations, neat and legible, daily as the work proceeds. Drawings shall be available for inspection at all times and kept at the job site. All buried conduit and/or indicated future connections outside any building shall be located both by depth and by accurate measurement from a permanently established landmark such as a building or structure.
- E. Seismic Calculation: Refer to Article 3.01 herein.
- F. Spare Parts: Conform to the Submittal Section. Deliver following spare parts to Owner and obtain receipts. Submit at same time as Operating Instructions:

1. Spare fuses; 1 set for each combination fuse breaker.
  2. Spare pilot light lamps of each type used on project, in quantity of 10%, but not less than 2%.
  3. Overload heater elements; 2 sets for each size used on project.
- G. Special Tools: If any part of the equipment furnished under Division 26 requires a special tool for assembly, adjustment, resetting, or maintenance thereof and such tool is not readily available on the commercial tool market, it shall be furnished with the equipment as a standard accessory and delivered to the Owner.
- H. Maintenance Paint: One (1) can of touch-up paint shall be delivered to Owner for each different color factory finish which is to be the final finished surfaces of the product.

#### 1.04 DRAWINGS:

- A. Diagrammatic Drawings: For purposes of clarity and legibility, drawings are essentially diagrammatic although size and location of equipment is drawn to scale wherever possible, Contractor shall make use of data in all the Contract Documents and verify information at building site.
- B. Routing of Conduit and Piping: The drawings indicate required size and termination of conduits and raceways. It is not intent to indicate all necessary offsets and it shall be the responsibility under this Division to install conduit in such a manner as to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and make all equipment requiring inspection, maintenance and repair accessible without extra cost to the Owner.
- C. Coordination with Other Trades: Check with other Divisions of the Specifications so that no interference shall occur and in order that elevations may be established for the work. Installed work which interferes with the work of other trades shall be removed and rerouted at the discretion of the Architect.

#### 1.05 DAMAGE AND REPAIRS:

- A. Emergency Repairs: Owner reserves the right to make temporary repairs as necessary to keep equipment in operating condition without voiding Contractor's warranty or relieving Contractor of his responsibility during warranty period.
- B. Responsibility for Damage: Contractor shall be responsible for damage to grounds, buildings, or equipment due to work furnished or installed under this Division 26.

#### 1.06 PROTECTION, CARE, AND CLEANING:

- A. Protection: Provide adequate protection for finished parts of materials and equipment against physical damage from any cause during progress of work and until final completion. Sensitive electrical equipment shall not be installed until major construction is completed.
- B. Care: During entire construction, properly cap all lines and equipment to prevent entrance of sand and dirt. Protect equipment against moisture, plaster, cement, paint or work of other trades by covering with polyethylene sheets.

- C. Cleaning: After installation is completed, clean all systems as follows in addition to requirements specified:
  - 1. Field Painted Items: Clean exterior of conduits, raceways, piping and equipment exposed in completed structure; removing all rust, plaster, cement and dirt by wire brushing. Remove grease oil and similar materials by wiping with clean rags and suitable solvents.
  - 2. Factory Finished Items: Remove grease and oil on all factory finished items such as cabinets and controllers, and leave surfaces clean and polished.
- D. Connection: Prior to energizing, check all electrical connection hardware and torque where necessary.

## PART 2 - PRODUCTS

- 2.01 PRODUCTS: Products and materials shall be as specified in the pertinent Sections of Division 26.
- 2.02 MATERIALS AND EQUIPMENT: Wherever possible, all materials and equipment used in installation of this work shall be of same manufacturer throughout for each class of material or equipment. Materials shall be new and bear UL label, wherever subject to such approval. Comply with ANSI, IEEE and NEMA standards, where applicable.

## PART 3 - EXECUTION

- 3.01 SEISMIC REQUIREMENTS: Electrical equipment for emergency systems shall be braced to withstand the lateral forces that result from earthquakes. Under Work of Division 26, submit seismic calculations stamped and signed by a registered California structural engineer confirming size, number, and location of required anchoring hardware. Electrical equipment vendors shall furnish weights together with dimensions and the center of gravity location for all emergency electrical equipment for this purpose.
- 3.02 GENERAL LATERAL BRACING REQUIREMENTS: As shown on Drawings. Additional bracing requirements shall conform to specific requirements shown on Drawings or in other Sections of Division 26. Anchorages for equipment subject to thermal expansion and movement shall conform to manufacturer's recommendation and intent of general bracing requirements. When general and specific bracing requirements enumerated above are in conflict with referenced standards, the most stringent requirements shall govern.
- 3.03 EXCAVATION AND BACKFILL: Perform all excavation and back fill required to install Work of Division 26, both inside and outside. Perform all excavation and backfilling in accordance with Division 2.
  - A. Excavation: Bury conduits outside building to a depth of not less than 24" (or as required by Code) below finish grade, unless noted otherwise.

- B. Backfilling: Do not backfill until after final inspection and approval of conduit installation by all legally constituted authorities and recording of the buried items on the Record Drawings.
- 3.04 CUTTING AND PATCHING:
- A. Cutting of Existing Structural Work: Holes in existing slabs and concrete walls shall be cored to the minimum size required. The Contractor shall submit Drawings showing dimensioned sizes and locations for all such holes to Architect for approval before cutting. Where required for conduit installation, slabs on grade shall be saw-cut to minimum required width; submit cutting Drawings to the Architect for approval before cutting.
  - B. Patching: Holes or chases shall be patched to match adjacent surfaces.
- 3.05 CONCRETE WORK: Concrete construction required for the Work of Division 26 shall be provided under the Work of Division 26.
- 3.06 PAINTING: Finish painting of electrical equipment will be per manufacturers standards, unless equipment is herein specified to be furnished with factory applied finish coats. Equipment to be field painted shall be furnished with a factory applied prime coat.
- A. Touch-Up: If factory finish on any equipment furnished under Division 26 is damaged in shipment or during construction of building, the equipment shall be refinished by Contractor to satisfaction of Architect.
  - B. Concealed Equipment: Uncoated cast-iron or steel that will be concealed, or will not be accessible when installations are completed, shall be given one heavy coat of black asphaltum before installation.
- 3.07 OPERATING INSTRUCTIONS: Contractor to provide services of an experienced Engineer to instruct Owner in operation of entire installation. Instructional period shall be during normal work day hours. This instruction period may be simultaneous with compliance tests.
- 3.08 COMPLIANCE TESTS: Conduct such tests of all portions of installation as may be necessary to ensure full compliance with the Drawings and Specifications. Tests shall be made in the presence of the Owner. Costs of test shall be borne by Contractor and Contractor shall provide all instruments, equipment, labor and materials to complete all the tests. Tests may be required on any item between installation of Work and the end of 1 year warranty period. Should these tests develop any defective materials, poor workmanship or variance with requirements of Specifications, Contractor shall make any changes necessary and remedy any defects at his expense.
- A. All Feeders: Measure and record as follows:
    - 1. 600 volt conductors shall be tested with 500 volt megger to ground on each phase. megger to be on test for one minute before any readings are taken. The minimum values on all feeders shall be 100,000 OHMS.
    - 2. Copies of the certified test readings shall be transmitted to Owner.

## 3.09 SYSTEM ACCEPTANCE:

- A. Final Review: The Contractor shall request a final review prior to system acceptance after:
  - 1. Completion of installation of all systems required under the Contract Documents.
  - 2. Submission and acceptance of operating and maintenance data.
  - 3. Completion of identification program.
- B. Acceptance: Is contingent on:
  - 1. Completion of final review and correction of all deficiencies.
  - 2. Satisfactory completion of acceptance tests demonstrating compliance with all performance and technical requirements of Contract Documents.
  - 3. Satisfactory completion of training program and submission of manuals and Drawings required by Contract Documents.

3.10 PRELIMINARY OPERATION: The Owner reserves the right to operate portions of the electrical system on a preliminary basis without voiding the warranty or relieving the Contractor of his responsibilities.

3.11 CLEAN-UP: Conform to the Submittal Section. Upon completion and at other times during progress or Work, when required, remove all surplus materials, rubbish, and debris resulting from Work of Division 26.

END OF SECTION



SECTION 26 0060

MINOR ELECTRICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition Drawings are based on casual field observation and existing record documents. Report discrepancies to Owner and Architect/Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect and make safe all electrical systems in walls, floors, and ceilings scheduled for removal.
- B. Coordinate utility service outages with Owner's representative.
- C. Provide temporary wiring and connections to maintain required existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and

connections. Obtain permission from Owner at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area when outage affects business operation.

- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Notify Owner and local fire service at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service and new system is accepted. Disable system only to make switchovers and connections. Notify Owner and Telephone Utility Company at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.
- G. Existing Security System: Maintain existing system in service until new system is complete and ready for service and new system is accepted. Disable system only to make switchovers and connections. Obtain permission from the Owner and security company at least 72 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

### 3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Demolish and extend existing electrical work under provisions of this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply and re-label devices as spares.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- F. Disconnect and remove abandoned panelboards and distribution equipment.
- G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- H. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- I. Disconnect and remove abandoned conduit.

- J. Repair adjacent construction and finishes damaged during demolition and extension work.
- K. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- L. Extend existing installations using materials and methods compatible with existing electrical installations, and in compliance with new project specifications.
- M. Modify existing as-built drawings to note changes.

#### 3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts, and broken electrical parts.

#### 3.05 INSTALLATION

- A. Install relocated materials and as required by this section and Owner's representative.

END OF SECTION

## SECTION 26 0111

## CONDUITS

## PART 1 - GENERAL

- A. The general provisions apply to this section.

## 1.01 WORK INCLUDED

- A. Conduits; including:
1. Electrical metallic tubing (EMT).
  2. Polyvinyl chloride conduit (PVC).
  3. Flexible metal conduit.
  4. Liquid-tight flexible metal conduit.

## 1.02 DEFINITION

- A. Conduit: This term shall be construed to mean conduit and conduit fittings; and tubing and tubing fittings.

## 1.03 RELATED WORK SPECIFIED ELSEWHERE

## PART 2 - PRODUCTS

## 2.01 MATERIAL AND FABRICATION - ALL MATERIALS SHALL BE MANUFACTURED IN THE USA.

- A. Electrical Metallic Tubing: Manufactured in accordance with ANSI C80.3 and UL 797.
1. Provide compression fittings in walls, ceiling spaces or exposed construction areas.
  2. Provide compression (water tight) fittings in damp areas or areas exposed to weather.
- B. Polyvinyl Chloride Conduit: Schedule 40 and schedule 80, manufactured in accordance with ANSI C33.91, UL 651, and Nema TC-2.
1. Cemented type fittings of the same manufacturer as the conduit.
- C. Flexible Metal Conduit: Hot-dipped galvanized steel, manufacturer in accordance with UL 1.

1. Squeeze type, malleable iron, cadmium plated, straight and angle connectors for all sizes and twist-in connectors for 1/2-inch and 3/4-inch flexible metal conduit.
- D. Liquid-Tight Flexible Conduit: Hot-dipped galvanized with liquid-tight vinyl jacket.
1. Liquid-tight fittings.

### PART 3 - EXECUTION

#### 3.01 USE

- A. EMT for all exposed and concealed work except as indicated in Paragraphs B, C, D, E, F, and G.
- B. Schedule 80 PVC in areas where exposed conduit could be subject to physical damage or where conduit is exposed and conductor phase to ground voltage exceeds 300 volts.
- C. PVC Conduit:
  1. Schedule 40 for runs below grade in direct contact with earth.
  2. Schedule 40 in concrete floors, walls or roofs.
  3. Schedule 80 for risers and above grade (with UV protection)
- D. Flexible Conduit (steel only permitted):
  1. For connection to equipment subject to vibration, maximum length 18 inches. In wet locations use liquid-tight flexible conduit.
  2. For connection to lighting fixtures above suspended ceilings. Lengths limited to 72 inches.
  3. Install ground conductors in all flexible conduits.
- E. Where 3/4-inch conduit runs are concealed in walls or ceilings and these runs are through wood studs and wood joists, flexible steel conduit may be used up to a maximum length of 6'0".
- F. All risers shall be schedule 80 PVC with bushings.
- G. In concrete or below grade use conduit not smaller than 1 inch. Maximum size in concrete slab: 1 inch. Run larger sizes under slab.
- H. Use long sweep elbows with minimum radius 10 times nominal conduit diameter for all telephone and communication runs.

## 3.02 INSTALLATION

- A. Provide conduit support and bracing in accordance with the latest published SMACNA guidelines.
- B. Perform excavating, trenching, backfilling, and compacting.
- C. Minimum cover for runs below finished grade outside buildings: 24 inches except where noted or required by the serving utility. Minimum cover for conduit in concrete floors, walls or roof: 1/3 thickness of slab. Minimum cover under building slabs is 12-inches.
- D. Minimum separation from uninsulated hot water pipes, steam pipes, heater flues or vents: 6 inches. Avoid running conduit directly under water lines. Minimum distance to low voltage and audio systems is 12”.
- E. Protect inside of conduit from dirt and rubbish during construction by capping all openings with plastic caps intended for the purpose.
- F. Provide conduit bodies for exposed conduit runs at junctions, bends or offsets where required. Do not use elbows or bends around outside corners of beams, walls or equipment. Make conduit body covers accessible.
- G. Make conduit field cuts square with saw and ream out to full size. Shoulder conduits in couplings.
- H. Run a minimum of one 3/4-inch empty conduit for every three single pole spare circuit breakers, spaces or fraction thereof and not less than two 3/4-inch conduits from every flush mounted panel to an accessible space above the ceiling and below the floor.
- I. Make conduit projections from covered areas to areas exposed to the weather watertight by proper flashing. Extend flashing a minimum of 6 inches in all directions from conduit.
- J. Where conduit is to remain empty, install polypropylene or nylon pull-line 3/16" minimum diameter from end to end with tag at each end designating opposite terminations.
- K. Run conduit parallel and at right angle to building lines, when visible in finished construction.
- L. Cap conduits indicated to be stubbed-out underground using glued-on PVC caps intended for this purpose.
- M. Install a coupling flush with the floor on all conduits stubbed up through floors on grade.
- N. Make no bends with a radius less than 12 times the diameter of the cable it contains nor more than 90 degrees. Make field bends with tools designed for conduit bending. Heating of metallic conduit to facilitate bending is not permitted.

- O. Where conduit installed in concrete or masonry extends across building construction joints, provide expansion fittings as manufactured by O.Z.; Crouse-Hinds; Appleton; or equal, with approved ground straps and clamps.
- P. Concrete Wall or Slab Penetrations: All core drilling, sleeves, blockouts or other penetrations must be approved by the Structural Engineer prior to installation.
  - 1. Space sleeves and core drills to insure a minimum dimension of 3 times the nominal trade diameter of the largest adjacent conduit between sleeves or core drills.
  - 2. Use blockouts for concentrations of conduits in a confined area.
- Q. Do not penetrate walls with flexible conduit where subject to physical damage. Use recessed box with extension ring for transition from interior to exterior of wall.
- R. All homeruns shown shall be run to the panel indicated independently of all other homeruns. Provide pull points so as not to exceed total bends of 360 degrees between them unless otherwise indicated.
- S. At switchboards, manholes and floor standing distribution panelboards, provide insulated throat bushings or bell ends on all non-metallic conduit entries and bushings on all metallic conduit entries.
- T. Provide bushings on all conduit terminations sized 1" and larger.
- U. Provide weatherproof boxes and connectors for all exposed parking structure raceways and boxes.
- V. Provide bell ends on all conduits into pullboxes and manholes, seal all conduits after conductors are pulled.
- W. Cap all unused conduits with end cap. Do not tape.

END OF SECTION

## SECTION 26 0120

## CONDUCTORS

## PART 1 - GENERAL

## 1.01 WORK INCLUDED

- A. Conductors; for power, lighting, sound, communication and control, including conductors for general wiring, flexible cords and cables, and ground conductors.

## 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Submittals: Section 260000.

## PART 2 - PRODUCTS

## 2.01 MATERIAL AND FABRICATION

- A. Conductors for General Wiring: Thermoplastic insulated rated for 600V manufactured in accordance with UL 83.
  - 1. Provide 3/4 hard drawn copper conductors. Provide solid conductor for #14 AWG and smaller. Provide stranded conductors for #12 AWG and larger.
- B. Conductor Connectors for General Wiring:
  - 1. Sizes No. 14 to No. 8: Splice with insulated spring wire connectors.
    - a. Ideal No. 451, 455 and 453.
    - b. Minnesota Mining: Types Y, R, G, and B.
    - c. Buchanan No. B1, B2 and B4.
  - 2. Size No. 6 or Larger, Copper: Splice and terminate with compression or pressure type connectors and terminal lugs.
- C. Provide connector sealing packs for all area lighting and exterior box splices which require complete protection from dampness and water.
  - 1. Scotchlok No.'s 3576, 3577 and 3578, by 3M Company.

## PART 3 - EXECUTION

## 3.01 USE

MOORPARK COLLEGE EATM LION ENCLOSURE  
 VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

CONDUCTORS  
 26 0120-1



A. Conductors for General Wiring:

1. Minimum 90 degrees C temperature rated insulation on conductors, except use minimum 90 degrees C temperature rated insulation on conductors in conduits exposed on roof, or where required due to ambient temperature.
2. Stranded conductors at motors, audio video and other applications where subject to vibration.
3. Minimum size conductors for power and lighting #12 AWG, except where noted.
4. Minimum size conductors for control circuits #14 AWG stranded with THHN/THWN insulation.

B. Use flexible cords and cables for connection of special equipment as indicated. Length not to exceed 72 inches.

C. Ground Conductors:

1. Provide an insulated green ground conductor for all branch circuit wiring where indicated.
2. Bare copper conductor may be used.
  - a. Install ground conductors in all non-metallic conduits as required by code. Install ground conductors in all motor branch circuits and all feeders. Where ground conductor size is not indicated, provide size as required for an equipment ground conductor by the National Electrical Code.
  - b. Install ground conductors in all flexible metal conduits.

D. Install XHHW – 2, 90°C copper conductors for all underground installations unless noted otherwise on the plans.

E. Install for all dimmers, stranded THHN/THWN – 2 copper 90°C conductors with dedicated neutrals.

### 3.02 INSPECTION

- A. Check conduit system for damage and loose connections, replace damaged sections.
- B. Check for caps at conduit openings. Make sure that inside of conduit is free of dirt and moisture.
- C. Pull mandrel, one size smaller than the conduit, through entire length of all underground conduits prior to conductor installation.

### 3.03 INSTALLATION

## A. Conductors for General Wiring:

## 1. Color code conductors insulation as follows:

CONDUCTOR	SYSTEM 208Y/120	VOLTAGE 480Y/277
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow

2. For conductors #6 AWG or larger, permanent plastic colored tape may be used to mark conductor in lieu of coded insulation. Tape shall cover not less than 2 inches of conductor insulation within enclosure.

a. Provide color tape on each end and at all terminal points and splices on wire enclosed in conduit.

b. Provide color tape every 3 feet on wire not enclosed in a listed wireway.

3. When pulling conductors, do not exceed manufacturer's recommended values.

4. Use polypropylene or nylon ropes for pulling conductors.

B. Insulate splices with plastic electrical tape: Scotch No. 33+, Tomic No. 1T, or equal.

C. Terminate all control wires with terminal lugs on terminal boards not designed with pressure plates. If splices are needed, use same procedure, installing a terminal board in a junction box for protection.

D. All splices or connections shall be compression type Thomas & Betts or Burndy, no split bolt connections are allowed.

## 3.04 IDENTIFICATION

A. Feeders: Identify with the corresponding circuit designation at over-current device and load ends, at all splices and in pull boxes.

B. Branch Circuits: Identify with the corresponding circuit designation at the over-current device and at all splices and devices.

C. Control Wires: Identify with the indicated number and/or letter designation at all terminal points and connections.

D. Alarm and Detection Wires: Identify with the indicated wire and zone numbers at all connections, terminal points, and coiled conductors within cabinets.

E. Conductors Terminated By Others: Indicate location of opposite end of conductor, i.e., Pull Box-Room 101.

- F. For identification of conductors, use heat shrinkable white marking sleeves such as Brady Permasleeve with type written identification.
- G. Circuit designation is construed to mean panel designation and circuit number, i.e., LA-13.

END OF SECTION

SECTION 26 0130  
ELECTRICAL BOXES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Boxes; including:
  - 1. Outlet boxes.
  - 2. Pull and junction boxes.
  - 3. Cabinets.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Submittals: Section 260000.

PART 2 - PRODUCTS

2.01 MATERIAL AND FABRICATION

- A. Outlet Boxes:
  - 1. Pressed Steel Boxes: Knockout type, hot-dipped or electro-plate galvanized.
  - 2. Cast Iron Boxes: Hot-dipped or electro-plate galvanized with threaded hubs.
  - 3. Cast Iron Conduit Bodies: Hot-dipped or electro-plate galvanized with threaded hubs.
  - 4. Cast copper free aluminum conduit bodies with threaded hubs.
  - 5. Covers for Pressed Steel Boxes: Hot dipped or electro-plate galvanized.
  - 6. Outlet boxes manufactured in accordance with UL 514.
- B. Pull and Junction Boxes:
  - 1. Sheet steel, hot-dipped or electro-plate galvanized, or prime coated and a final coat of manufacturer's standard enamel or lacquer finish. Manufactured in accordance with UL 50.

- a. Where exposed to weather, provide raintight hubs for conduits entering the boxes, top and sides only.
- 2. Floor Boxes:
  - a. Single gang, similar to Hubbell #B-2536.
  - b. Covers:
    - 1) Combination, similar to Hubbell #S-2525.
    - 2) Duplex receptacle, similar to Hubbell #S-3925.
  - c. Carpet flange, similar to Hubbell #S-3075 thru #S-3079.
  - d. Hubs: Provide hubs as required to suit the conduit arrangement.
- 3. Pre-Cast Concrete Pull Boxes: As manufactured by Jensen Pre-Cast or Utility Vault and shown on drawings.
- 4. High impact resistant PVC boxes: As manufactured by Carlon, Sedco, or R & G Sloan.
- C. Cabinets: Sheet metal, prime coat and final coat of manufacturer's standard enamel or lacquer finish. Manufactured in accordance with UL 50.
  - 1. Control Cabinet: NEMA 1 enclosure, door with butt hinges and flush handle latches.
    - a. Provide with removable steel back panel.
  - 2. Terminal Cabinets: NEMA 1 enclosure, door with concealed hinges and spring catch type flush cylinder locks. Key locks alike, provide two keys with each lock.
  - 3. Provide engraved plastic nameplates with 1/2" minimum height letters indicating designation of control and terminal cabinets as shown on the drawings.
  - 4. Secure nameplates with at least two screws or rivets. Cementing and adhesive installation not acceptable.

## PART 3 - EXECUTION

### 3.01 USE

#### A. Outlet Boxes:

- 1. Ceiling Outlet Boxes: Not less than 4" octagonal by 2" deep.

2. FDD cast iron or cast aluminum device boxes and conduit bodies with metal covers for exposed conduit installation. Provide gasket for covers in wet areas.
3. Intercom, Microphone and TV Outlet Boxes: Not less than 4-11/16" square x 2-1/8" deep.
4. Provide floor boxes with quantity of gangs as required for power, communication or control as indicated. Use boxes with barriers where required. Provide carpet flanges in carpeted areas.

B. Pull and Junction Boxes:

1. Use sheet steel boxes NEMA Type 1 for indoor and NEMA Type 3R for outdoor installation, except as follows.
2. Use pre-cast concrete boxes for boxes flush in finish grade where requiring a nominal capacity greater than 144 cubic inches, where located in vehicular traffic areas, or where indicated.
3. Use polyvinyl chloride (PVC) boxes flush in finish grade when the nominal internal volume is less than or equal to 144 cubic inches or where indicated.
4. Use cast iron boxes for boxes flush in slab on grade.

### 3.02 INSTALLATION

- A. Provide 3/8" fixture studs in wall bracket and ceiling boxes.
- B. Provide covers suitable for the fixtures or devices used.
- C. Make outlet box covers flush with finished surfaces.
- D. Close unused open knockouts with knockout seals.
- E. Provide 1" deep plaster rings on recessed outlet boxes installed in areas where concrete will be exposed after construction is complete.
- F. Where boxes are concealed in exposed concrete unit masonry, use square cornered types or boxes fitted with rings of sufficient depth for the box to be recessed completely within cavity of block or tile. Install box to insure that ring fits an opening sawed out of the masonry, so that no mortar is required to fill between ring and construction.
- G. Provide a 6" base of compacted crushed rock under pre-cast concrete pull boxes.
- H. Adjust floor boxes so they are level with top of finished floors.

- I. Provide pull boxes and junction boxes in all branch circuit and feeder runs as indicated. Do not provide pull boxes unless they are indicated or required by the Electrical Code.

3.03 IDENTIFICATION

- A. Junction Boxes: Use permanent black marker, 2" high lettering, and on each cover plate indicate the power source and circuits contained within that junction box.

END OF SECTION

## SECTION 26 0140

## WIRING DEVICES

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES:

- A. Wiring devices.

## 1.02 Related Work Specified Elsewhere

- A. Electrical and Junction Boxes: Section 260130.

## 1.03 Submittals

- A. In accord with Section 260000.

## 1.04 Definition

- A. Wiring devices: This term includes all wall switches, pushbuttons, receptacles, and plates used for general purpose installation.

## PART 2 - PRODUCTS

## 2.01 Material and Fabrication

- A. Wall switches:

1. Quiet toggle type, 20A – 120/277 VAC rated, with terminal screws to take up to No. 10 AWG conductors:

	SPST	DPST	3-WAY	SPST KEY SWITCH LOCK	4-WAY
Arrow-Hart	1991-I	1992-I	1993-I	1991-L	1994-I
Bryant	4901-I	4902-I	4903-I	4901-L	4904-I
General Electric	GE5951-2	GE5952-2	GE5953-2	GE5951-OL	GE5954-2
Hubbell	1221-I	1222-I	1223-I	1221-L	1224-I
Pass & Seymour/ Legrand	20AC1-I	20AC2-I	20AC3-I	20AC1-L	20AC4-I

2. Momentary contact type, 20A-120/277V, two-circuit, three-position, center off:

Arrow-Hart	1995-I
Bryant	4921-I
General Electric	GE5935-2



Hubbell	1557-I
Pass & Seymour/Legrand	1250-I

3. Passive infrared wall switch sensors: Ivory, 180° field of view, adjustable time out and ambient light, 1200 sq. ft. Coverage, 120 VAC, 60 Hz, 1500W. Maximum load, incandescent and fluorescent. As manufactured by Hubbell No. AT1201 or Owner- approved equivalent by Leviton or Pass & Seymour.
4. Fan speed controllers: AC unit rated 15A - 120V used to control up to twelve 56 in./52 in./48 in. ceiling fans or up to twenty 42 in. fans on a single circuit. Rinaudo's Reproductions No. 22394.

B. Passive infrared motion switching system:

1. Ceiling mount sensor, white, 500 sq. ft. coverage, requires control unit. Hubbell No. ATD500CRP.
2. Ceiling mount sensor, white, 2000 sq. ft. coverage, ceiling height dependent, requires control unit. Hubbell No. ATD2000CRP.
3. Ceiling or wall mount sensor, white, 1000 sq. ft. coverage, requires control unit. Hubbell No. ATD1000CRP.
4. Ceiling or wall mount hallway sensor, white, covers area 75 ft. long by 20 ft. wide, requires control unit. Hubbell No. PIR90HW1.
5. Low-voltage control unit, 120VAC, controls one to four sensors. Mount in 4 in. x 4in. enclosure. Hubbell No. CU120A.
6. Relay, 120VAC coil, used when load to be controlled exceeds capacity of a single circuit. Hubbell No. AAR

C. Receptacles, caps, and connectors:

1. 15A-125V, NEMA 5-15, parallel slot type with grounding pin:

	DUPLEX	SINGLE	GFI
Arrow-Hart	5252-I	5261-I	GF5242-I
Bryant	5252-I	5261-I	GFR52FT
General Electric	5252-2	5261-2	TGTR115F
Hubbell	5252-I	5251-I	GF5252-I
Pass & Seymour/Legrand	5252-I	5261-I	1591-SHG

2. 15A-250V, NEMA 6-15, straight blade grounding type:

	RECEPTACLE	CAP
Arrow-Hart	5661-I	6666
Bryant	5661-I	5666-N
General Electric	GE4069-2	GED0611
Hubbell	5661-I	5666-C
Pass & Seymour/Legrand	5662-I	5666-X

3. 15A-125V, NEMA L5-15, locking type with ground:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	4700	4721	4731
Bryant	4700	4721-NSY	4732-NSY
General Electric	GL4700	GLD0511	GLD0513
Hubbell	4700	4720-C	4729-C
Pass & Seymour/Legrand	4700	L515-P	L515-C

4. 20A-125V, NEMA 5-20, straight blade grounding type:

	RECEPTACLE	CAP
Arrow-Hart	5361-I	5362-I
Bryant	5361-I	5362-I
General Electric	GE4102-2	GE4108-2
Hubbell	5361-I	5362-I
Pass & Seymour/Legrand	5361-I	5362-I

5. 20A-125V, NEMA L5-20, two-pole, three-wire locking type, with ground:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6200	6202	6204
Bryant	70520-FR	70520-NP	70520-NC
General Electric	GL0520	GLD0521	GLD0523
Hubbell	2310-A	2311	2313
Pass & Seymour/Legrand	L520-R	L520-P	L520-C

6. 20A-125V, NEMA 5-20, two-pole, three-wire, straight blade isolated grounding type receptacle:

	DUPLEX	SINGLE
Arrow-Hart	IG5362	IG5361
Bryant	5362-IG	5361-IG
General Electric	GE8300-IG	GE8310-IG
Hubbell	IG-5362	IG-5361
Pass & Seymour/Legrand	IG-6300	IG-5361

7. 20A-125 VAC, two-pole, three-wire, NEMA 5-20, straight blade, specification grade, ivory color, ground fault circuit interrupter receptacle (GFCI), rated for feed-through wiring, with LED indicator light:

	GFCI RECEPTACLE
Hubbell	GF-5362I
Pass & Seymour	2091-S-L-I
Leviton	6898-I

8. 20A-125/250V, NEMA 14-20, three-pole, four-wire straight blade grounding type:

	RECEPTACLE	CAP
Arrow-Hart	5759	5757
Bryant	-	-
General Electric	GE1420	GED1421
Hubbell	8410	8411-C
Pass & Seymour/Legrand	L1420-R	L1420-P

9. 20A-250V, NEMA 6-20, two-pole, three-wire straight blade grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	8510	6866	6869
Bryant	5461	5466N	5469N
General Electric	GE4182	GED0621	GED0623
Hubbell	5461	HBL5466-C	HBL5469-C
Pass & Seymour/Legrand	5871	5466-X	5469-X

10. 20A-120/208V, NEMA L21-20, four-pole, five-wire locking and grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6470	6472	6474
Bryant	72120-FR	72120-NP	72120-NC
General Electric	GL2120	GLD2121	GLD2123
Hubbell	2510A	2511	2513
Pass & Seymour/Legrand	L2120R	L2120P	L2120C

11. 20A-250V, NEMA L6-20, two-pole, three-wire locking and grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6210	6212	6214
Bryant	70620FR	70620NP	70620NC
General Electric	GL0620	GLD0621	GLD0623
Hubbell	2320A	2321	2323
Pass & Seymour/Legrand	L620-R	L620-P	L620-C

12. 20A-480V, NEMA L16-20, three-pole, four-wire locking type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6430	6432	6434
Bryant	71620-FR	71620-NP	71620-NC
General Electric	GL1620	GLD1621	GLD1623
Hubbell	2430A	2431	2433
Pass & Seymour/Legrand	L1620-R	L1620-P	L1620-C

13. 30A-125V, NEMA 5-30, two-pole, three-wire straight blade grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	5716N	5717N	6716N
Bryant	9530-FR	9630-RP	-
General Electric	GE4138-3	GED0531	GED0533
Hubbell	9308	9309	-
Pass & Seymour/Legrand	3802	5921	-

14. 30A-125V, NEMA L5-30, two-pole, three-wire grounding and locking type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6330	6332	6334
Bryant	70530-FR	70530-NP	70530-NC
General Electric	GL0530	GLD0531	GLD0533
Hubbell	2610	2611	2613
Pass & Seymour/Legrand	L530-R	L530-P	L530-C

15. 30A-125/250V, NEMA 14-30, three-pole, four-wire straight blade grounding type:

	RECEPTACLE	CAP
Arrow-Hart	5744N	5746N
Bryant	9430-FR	5746
General Electric	GE4191-3	GED1431
Hubbell	9430	9431
Pass & Seymour/Legrand	5740	5741-AN

16. 30A-125/250V, NEMA L14-30, three-pole, four-wire grounding and locking type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6510	6512	6514
Bryant	71430-FR	71430-NP	71430-NC
General Electric	GL1430	GLD1431	GLD1433
Hubbell	2710-A	2711	2713
Pass & Seymour/Legrand	L1430-R	L1430-P	L1430-C

17. 30A-250V, NEMA L6-30, two-pole, three-wire locking blade grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	6340	6342	6344
Bryant	70630-FR	70630-NP	70630-NC
General Electric	GL0630	GLD0631	GLD0633
Hubbell	2620-A	2621	2623
Pass & Seymour/Legrand	L630-R	L630-P	L630-C

18. 30A-250V, NEMA 6-30, two-pole, three-wire straight blade grounding type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	5700N	5701N	6700N
Bryant	9630-FR	9630-ANP	-
General Electric	GE4139-3	GE4328-9	GE4373-9
Hubbell	9330	9331	-
Pass & Seymour/Legrand	3801	5931	-

19. 50A-208V (50A-600V), three-pole, four-wire locking type with ground:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	3769	3765	3764
Bryant	3769	3765	3764
General Electric	LD3769	LD3765	LD3764
Hubbell	3769	3765-C	3764-C
Pass & Seymour/Legrand	3769	3765	3764

20. 50A-125/250V, NEMA 15-50, three-pole, four-wire grounding straight blade type:

	RECEPTACLE	CAP
Arrow-Hart	5754N	5745N
Bryant	9450-FR	5745
General Electric	GE4181-3	GE4180-3
Hubbell	9450	9451
Pass & Seymour/Legrand	5750	5751-AN

21. 50A-125/250V, three-pole, four-wire grounding locking blade type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	CS6369	CS6365	CS6364
Bryant	CS6369	CS6365	CS6364
General Electric	-	-	-
Hubbell	CS6369	CS6365	CS6364
Pass & Seymour/Legrand	-	-	-

22. 50A-250V, NEMA 6-50, two-pole, three-wire grounding straight blade type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	5709N	5710N	6709N
Bryant	9650-FR	9650-RP	-
General Electric	GE4141-3	GED0651	GED0653
Hubbell	9367	9368	-
Pass & Seymour/Legrand	3804	3869	-

23. 60A-120/208V, three-phase, 60 Hz, five-pole, five-wire, watertight, with threaded cap:

	BOX	ANGLE ADAPTER	RECEPTACLE BODY	COMPLETE ASSEMBLY
Hubbell	26401	26404	26520	-
Crouse-Hinds	-	-	-	Area-6575
Russell Stoll	-	-	-	DS6516-FRAB-

24. 60A-480V, NEMA L16-20, three-pole, four-wire locking type:

	RECEPTACLE	CAP	CONNECTOR
Arrow-Hart	-	-	-
Bryant	-	-	-
General Electric	-	-	-
Hubbell	HBL 26410	HBL 26402	HBL 26418
Pass & Seymour/Legrand	-	-	-

- D. Safety receptacle: 15A-125V, NEMA 5-15, straight blade grounding safety receptacle, Hubbell No. SG-62H-1.
- E. Door monitoring switches:
  - 1. General: Provide magnetic door switches (one per leaf) and key switches at specific door locations as indicated on Drawings. Refer to Electrical Drawings details for schematic installation details of door switches.
  - 2. Magnetic contact switches: Provide concealed magnetic SPDT switches with minimum 6-ft. wire leads, Sentrol No. 1076W-06 for hollow metal doors and frames. Where necessary, provide other similar Sentrol types to suit concealed installation conditions, as approved by Owner and compatible with Owner's ride control and/or existing security system equipment. Color of switches to closely match finish or paint color of door frame.
  - 3. Key switches: Arrow-Hart No. 1191L.
- F. Device cover plates:
  - 1. Interior plates: Specification grade plastic, 0.1 in. thick, ivory in color, UL listed.
    - a. Plates in kitchens and restrooms to be polished stainless steel, 0.040 in. thick except in kitchens use double lift lid weatherproof gasketed plates for convenience receptacles.
    - b. MATV plate: RMS No. CA-4028.
  - 2. Exterior plates: Choose type of exterior cover plate in accord with the device location and/or manner in which device will be used. Device cover plates shall be die-cast aluminum with hinged cover, rated for respective type of use specified below, or as indicated on Drawings.
    - a. Outlet box weatherproof hoods: NEMA 3R rating, gasketed, for unattended use with cover closed, padlockable latching cover to meet OSHA lockout/tagout requirements, large cord opening and UL listed. As manufactured by Hubbell, Intermatic or Leviton.
    - b. Low profile weatherproof cover: Gasketed, approved for use with cover open, self-closing hinged covers (two independent self-closing lids for duplex receptacles which are horizontally mounted), UL listed. As manufactured by Hubbell, Leviton or Pass & Seymour.
    - c. Communication outlet weatherproof hoods: NEMA 3R rating for unattended use with cover closed, two-cord openings and UL listed. As manufactured by Red Dot.

## PART 3 - EXECUTION

### 3.01 Installation

- A. Mount switches and receptacles in vertical position in building interiors.
- B. Mount receptacles with weatherproof plates in horizontal position.
- C. Install receptacles mounted vertically so that the ground contact falls on the top position, and horizontally-mounted receptacles with neutral pole in top position.
- D. Use plastic blank plates on J-boxes in public areas.
- E. Use mechanical type door switches for load control.
- F. Install receptacles for plug in lighting fixtures within 36 in. of fixture location.
- G. Use safety type receptacles with low profile weatherproof metal covers for all convenience outlets in guest accessible areas (i.e., queue lines, waiting areas, etc.).
- H. All GFI type exterior receptacles shall be provided with weatherproof metal hoods.
- I. GFI type receptacles shall not be fed-through wire.

END OF SECTION

## SECTION 26 0142

## NAMEPLATES AND WARNING SIGNS

## PART 1 - GENERAL

Not Used.

## PART 2 - PRODUCTS

## 2.01 NAMEPLATES

- A. Nameplate shall be plastic laminate with 3/4" high letters in white on black background screwed onto equipment designations shall clearly state:
  - 1. Equipment Enclosure Nameplates.
    - a. Manufacturer's nameplate including equipment design rating of current, voltage, KVA, HP, bus bracing rating, or as applicable.
    - b. Equipment nameplate designating system usage and purpose, system nominal voltage, equipment rating for KVA, amperes, HP and RPM as applicable. Designation data per drawings or to be supplied with shop drawings approval.
  - 2. Device nameplates: Device usage, purpose, or circuit number; manufacturer and electrical characteristic ratings including the following:
    - a. Circuit Breakers: Voltage, continuous current, maximum interrupting current and trip current.
    - b. Switches: Voltage, continuous current, horsepower or maximum current switching. If fused, include nameplate stating "Fuses must be replaced with current limiting type of identical characteristics."
    - c. Contactors: Voltage, continuous current, horsepower or interrupting current, and whether "mechanically-held" or "electrically-held".
    - d. Motors: Rated voltage, full load amperes, frequency, phases, speed, horsepower, code letter rating, time rating, type of winding, class and temperature.



- e. Controllers: Voltage, current, horsepower and trip setting of motor running over current protection.

## 2.02 WARNING SIGNS

- A. Warning signs shall be minimum 18 gauge steel, white porcelain enamel finish with red lettering. Lettering to read "DANGER - HIGH VOLTAGE" in 1" letters. Warning signs to be included on door or immediately above door of all electrical equipment rooms, vaults or closets containing equipment rooms, vaults or closets containing equipment energized above 150 volts to ground, except where such spaces are accessible from public areas.

## 2.03 WARNING SIGN DESIGNATION

- A. Warning designation in 1" red letters shall be painted by stencil or pre-printed adhesive on each pull box, cabinet or 1-foot length of exposed conduit stating "DANGER" and giving voltage of enclosed conductors such as "DANGER - 480 VOLTS", for all systems over 150 volts to ground.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Nameplates shall be mounted by self-tapping or threaded screws and bolts or by rivets.
- B. Signs shall be permanently mounted with cadmium plated steel screws or nickel-plated brass bolts.

END OF SECTION

SECTION 26 0164  
BRANCH CIRCUIT PANELBOARDS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Branch circuit panelboards.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Submittals: Section 260000.
- B. Overcurrent Protective Devices: Section 260180.
- C. Control Devices: Section 264901.

PART 2 - PRODUCTS

2.01 MATERIAL AND FABRICATION

- A. Provide factory assembled, enclosed panelboards in dead front cabinets, with doors, surface mounted or recessed as indicated, not less than 20" wide and 5-3/4" deep. Height will depend on the number of breakers and spaces.
- B. Where a control compartment is indicated, provide an integral compartment with a separate hinged lockable door held with captive screws. Identify all internal control wiring with manufacturers wire numbering or control wire numbering when indicated, at all terminal points and connections.
- C. Provide feeder terminal lugs for both main lugs only and main breakers rated for use with copper conductors.
- D. Provide full length copper bussing including areas indicated as space only.
- E. Provide full size neutral bus where neutral bus is indicated. Provide equipment ground bus and bolt-on circuit breakers.
- F. Key all door locks alike.
- G. 120/208V, 3 Phase, 4 Wire Panelboards: Square-D Co. Type NQOD or Powerlink G3 NF with programmable module where designated, alternate bid for General Electric type AQ.

- H. 277/480V, 3 Phase, 4 Wire Panelboards: Square-D Co. Type NF, alternate bid for General Electric type CCB.
- I. All equipment shall be listed to meet or exceed the available fault current by 10%.
- J. Doors shall be hinged.
- K. All placards are welded steel type.
- L. Provide hinged deadfront doors to allow internal access to panel without totally rewiring cover panel.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Secure panelboards to building structure to withstand wire pulling strains.
- B. Secure surface mounted panelboards to wood studs or channel material spanning metal studs.
- C. Do not use toggle bolts.
- D. Contractor shall program lighting control Powerlink panelboard per owner's requirements.

#### 3.02 LABELING AND IDENTIFICATION

- A. Provide engraved plastic nameplates on all branch circuit panelboards shown on the single line diagram.
- B. Provide panelboard and source feed designation on nameplates with 3/8" minimum height lettering for the panel name and 1/4" height lettering for the source feed designation.

EXAMPLE: LA

FED FROM: DLA

- C. Secure nameplates with at least two spaces or rivets. Cementing and adhesive installation not acceptable.
- D. Provide a typewritten directory for each branch circuit panelboard, showing each circuits and its use. Provide metal directory frame with plastic window.

END OF SECTION

## SECTION 26 0170

### DISCONNECTS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Disconnects: Switches, fused or unfused.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Submittals: Section 260010.
- B. Fuses: Section 260180.

#### PART 2 - PRODUCTS

##### 2.01 ACCEPTABLE MANUFACTURERS

- A. Square D Company
- B. General Electric

##### 2.02 MATERIAL AND FABRICATION

- A. Provide heavy duty type, quick-make, quick-break disconnects with cover interlocks.
- B. Provide NEMA Type 1 enclosure for dry locations, provide the proper enclosure for other locations as indicated.
- C. Provide motor rated toggle switches where indicated.
- D. Provide fused disconnect for elevator drive motors.
- E. Provide rejection clips on disconnects where rejection type fuses are to be installed.

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Securely fasten disconnects to structure to withstand wire pulling strains.

##### 3.02 LABELING AND IDENTIFICATION

- A. Provide engraved plastic nameplates on individually mounted disconnects with minimum 1/4" height letters indicating the load served and the source feed designation.

EXAMPLE:   LOAD:                   A/C-1

FROM:       DHA-1

- B. Secure nameplates with at least two screws or rivets. Cementing and adhesive installation not acceptable.

END OF SECTION

SECTION 26 0190  
SUPPORT DEVICES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Support devices for conduit, boxes, lighting fixtures and equipment.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Hangers, Straps and Beam Clamps:
  - 1. Efcor.
  - 2. Raco, Inc.
  - 3. Steel City.
  - 4. O.Z./Gedney Co.
  - 5. Caddy Fastening System by ERICO Products Inc.
- B. Channels and Fittings:
  - 1. Kindorf.
  - 2. Unistrut Corp.
- C. Anchors:
  - 1. Acherman-Johnson Corp.
  - 2. Phillips Drill Co.
  - 3. Rawl Products Co.

2.02 MATERIAL AND FABRICATION

- A. Hangers: Steel cadmium plated.

- B. Straps: One-hole and two-hole malleable iron, hot-dipped galvanized or steel, cadmium or zinc plated.
- C. Beam Clamps: Malleable iron, hot-dipped galvanized or cadmium plated.
- D. Channels and Fittings:
  - 1. Channels: Hot-dipped galvanized.
  - 2. Fittings: Galvanized.
- E. Anchors: Self drilling and expansion bolt types. No wood or fiber plugs or concrete nails are acceptable.

### PART 3 - EXECUTION

#### 3.01 USE

- A. Use one-hole or two-hole straps for single conduit runs on walls or ceilings.
- B. Use hangers with solid steel rods for hanging single conduits.
- C. Use formed channel trapezes for groups of two or more conduits.
- D. To fasten boxes and supports to:
  - 1. Wood: Use wood screws or screw type nails of equal holding power.
  - 2. Brick and Concrete: Use bolts and expansion shields.
  - 3. Hollow Masonry Units: Use toggle bolts.
- E. Support sheet metal boxes from building structure directly or by bar hangers.
- F. Do not penetrate reinforced concrete beams with fastenings more than 1-1/2" or reinforced concrete joints with more than 3/4" fastenings to prevent contact with reinforcing steel.

END OF SECTION

## SECTION 26 2450

## GROUNDING

## PART 1 - GENERAL

## 1.01 REFERENCES

- A. N.E.C.: Article 250 "Grounding".
- B. Underwriter's Laboratories (U.L.). Standard A67 - "Grounding and Bonding Equipment". STD 869 - Grounding and Bonding.
- C. ITEE - Standards 142 and 241.

## 1.02 DESCRIPTION OF SYSTEM:

- A. A permanent grounding system with methods and materials in accordance with applicable Codes and Standards, able to conduct ground fault currents to the grounded neutral of electrical distribution systems, and limit potential differences between grounding conductors, raceways and enclosures.

## 1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's data on grounding systems and accessories.
- B. Shop Drawings: Submit layout drawings of grounding systems and accessories including, but not limited to, ground wiring, copper braid and bus, ground rods, and plate electrodes.

## 1.04 QUALITY ASSURANCE:

- A. Installer qualifies with at least 3 years of successful installation experience on projects with electrical grounding experience similar to that required for project.

## 1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Handle electrical grounding accessories and components carefully to avoid damage. Store in location that will protect from dirt and weather.

## PART 2 - PRODUCTS

## 2.01 GROUND RODS:



- A. Copper clad steel, unless indicated otherwise. Minimum dimension of 5/8" diameter by 8' long or larger if indicated and sectional rods with couplings where lengths exceeding 12' are specified or indicated, or where added driving depth is required to achieve a specified minimum resistance.

#### 2.02 GROUNDING ELECTRODE:

- A. Bare stranded copper, 3/0 AWG unless indicated otherwise, for installation in soil or embedded in concrete and cable with type TW insulation when installed in raceway. Install without splice from connection to connection.

#### 2.03 GROUNDING CONDUCTORS:

- A. Type TW insulation, unless specified or indicated otherwise with a continuous green outer insulating jacket for size #6 AWG and smaller and with green tape banding for #4 AWG and larger, marked at each access point (e.g.: Junction boxes, Enclosures).

#### 2.04 CLAMPS AND PRESSURE CONNECTORS:

- A. Cast copper, copper alloy, or bronze alloy suitable for use with aluminum and copper. Double bolt type with formed shoe and "U" cable clamp for connection to pipe or conduit; Single bolt type with cable shoe and "U" clamp for connections to flat bar or metal; and double bolt, parallel conductor split clamp type for cable to cable connections.

#### 2.05 WELDED CONNECTIONS:

- A. Exothermic process (Cadweld or Thermoweld).

#### 2.06 EQUIPMENT ROOM GROUND TERMINAL BAR:

- A. Copper 1/4" X 2-1/2" X 24", unless otherwise indicated. Two rows of holes on 1-1/2" centers for 1/2" bolt, to receive cables from two directions.

### PART 3 - EXECUTION

#### 3.01 GENERAL:

- A. Ground conductive raceways, cable trays and enclosures for electrical systems wiring. Make ground circuits complete to form permanent conductive paths. Solidly ground each low voltage electrical system unless indicated or specified as ungrounded, or grounded through an impedance of a specified value. Provide bare conductors when in open air or soil and provide 600 volt, green, insulated conductors when in raceway.

#### 3.02 MAIN GROUNDING JUMPER:

- A. Install a main grounding jumper between the system neutral and the enclosure ground bus (or directly to enclosure where ground bus is not present) at each location where system grounding is required. Main grounding jumper:

1. Formed bus in switchboards and panelboards.
2. Formed bus or copper cable in transformers not coupled in unitized assembly with distribution equipment.

### 3.03 GROUND CONNECTIONS:

- A. Make grounding electrode connections electrically ahead of any overcurrent or disconnect device or tap connection such that disconnection of neutral load conductors does not interfere with or remove the system ground connection. Use separate lugs on the transformer neutral terminals for neutral and main grounding jumpers when cable is used for transformer connections.

### 3.04 SEPARATELY DERIVED SYSTEMS:

- A. For each separately derived system, grounded or ungrounded, install a grounding electrode conductor between each system enclosure ground bus (or bolted connection to enclosure where ground bus is not present) and a cold water pipe or building structural steel of one (1) inch size or larger near the separately derived system ground connection. Make connections to water pipes or steel accessible for easy inspection. Provide a separate ground conductor for each audio, video, isolated panels and UPS as noted on the plans.

### 3.05 SERVICE GROUND:

- A. For each low voltage service, install a grounding electrode conductor between the system enclosure ground bus and the water service entrance to the building and install bonding jumpers around insulating unions and removable fittings in the water pipe between the grounding electrode conductor connection to the water pipe and the water service entrance.

### 3.06 GROUNDING ELECTRODE SYSTEM:

- A. Install a complete grounding electrode system with interconnecting cables and terminations at the equipment room ground terminal bar. Make connections to the grounding electrode system accessible. Install the following grounding electrode systems:
  1. Metal frame of building.
  2. Grounding electrode encased by at least two inches of concrete, within and near the bottom of the building foundation or footing of the type specified in Part 2 - Products, at least 20 feet in length without splice from connection to connection.

3. Connection of other metal piping systems as required by National Electrical Code Article 250.
4. Driven ground rods.
5. Driven steel piles.
6. Connection to water service with bonding jumper around water meter.

### 3.07 GROUNDING ELECTRODE CONDUCTORS:

- A. Install grounding electrode conductor in PVC or other non-conductive, non-metallic enclosure where a raceway system is indicated or necessary for conductor installation. Install grounding electrode conductors without splice from the enclosure ground bus to the connection at the grounding electrode system.

### 3.08 GROUND RODS:

- A. Install a vertical position, full length below grade unless specified otherwise, and with conductor and top of rod 6" minimum below grade. Provide exothermic welds at all connections.

### 3.09 EQUIPMENT ROOM GROUND TERMINAL BAR:

- A. Install in equipment rooms where indicated. Mount bar by anchors and bolts using 1-1/2" long segments of 1/2" rigid conduit as spacer between bar and wall. Use a minimum of two supports, 18" on center. Connect grounding electrode system conductors, system enclosure ground bus, and other indicated electrode systems to the terminal bar. Label permanently all ground conductors as to destination location, e.g. TR1, panel IPS, etcetera.

### 3.10 EQUIPMENT GROUND:

- A. Form the equipment ground circuits with rigid metallic raceways (e.g., EMT, rigid steel conduit) unless indicated otherwise. Make all threaded coupling connections wrench tight. Install bonding jumpers for continuity around fittings and terminations where the conductive raceway is made non-continuous. Where indicated or specified, install ground conductors in raceways to augment the circuits formed by the metallic raceway system. Bond the conductors to boxes or enclosures in which access is possible. Size conductors as specified, indicated, or required by code, whichever is larger. Install grounding bushings and bonding jumpers to enclosures or ground bussing for the following: Service entrance feeder; each location where multiple ring knockouts are damaged during conduit installation; each location where conduits are stubbed up into floor mounted and each conduit termination at a painted enclosure where paint is not removed before installation of raceway.

**3.11 FLEXIBLE RACEWAY GROUNDING:**

- A. Install a ground conductor inside all flexible raceways (e.g., Flexible steel, liquid tight) regardless of length. Bond the conductor to the enclosure or ground bus in the nearest box or access on either side of the flexible section. Size conductor as specified, indicated, or required by code, whichever is larger.

**3.12 NON-CONDUCTIVE RACEWAY:**

- A. Install a ground conductor in raceways of non-conductive materials. Bond conductor to conductive enclosures in which access is possible. Bond non-current carrying conductive equipment contained in a non-conductive enclosure. Install insulated or bare conductors, sized as specified, indicated, or required by code, whichever is larger.

**3.13 SECTIONAL RACEWAY:**

- A. Install a ground conductor in sectional raceways with removable covers for access (e.g., Plug-in strips, surface raceway systems, and wireways) unless specified otherwise. Size conductor in accordance with the N.E.C. for the largest phase conductor size installed in raceway, or as indicated. Bond sections of the raceway to the ground conductor. Connect receptacle ground terminals in the raceway to the ground conductor, and make other ground connections indicated on the drawings.

**3.14 CABLE SUPPORT SYSTEMS:**

- A. Ground elements of the cable support system to panelboards, cabinets and switchboards from which their circuits originate. Install a ground conductor sized as required by code, as indicated, or #12 AWG, whichever is larger.

**3.15 MULTI-CONDUCTOR CABLE, METALLIC SHEATH:**

- A. Use multi-conductor cable with metallic sheath or armor approved for use as ground circuit conductor or install ground conductor(s). Size ground circuit conductor as required by code, as specified, or as indicated on the drawings, whichever is larger. Terminating devices for cable using the sheath or armor as the ground circuit conductor shall be approved for use as the connecting device between the cable and the enclosure. Terminate internal ground circuit conductors by lug to the interior of the enclosure or to the contained ground bus where present. Use bare or clearly identified internal grounding conductors.

**3.16 MULTI-CONDUCTOR CABLE, NON-METALLIC SHEATHED:**

- A. Use only non-metallic sheathed multi-conductor cables having a ground circuit conductor enclosed in the sheath the same size as the ungrounded conductors. Use bare or clearly

identified internal grounding conductors. Terminate ground circuit conductor by lug to the enclosure ground bus where present or to the interior of the enclosure.

3.17      **GROUND CONDUCTOR BONDING:**

- A.      Bond grounding conductors to boxes or enclosures at each access point. Do not use building steel as equipment grounding path. Use welded ground connections, at least where such are buried in soil, installed below slabs on grade, or embedded in concrete.

**END OF SECTION**

SECTION 26 2510  
LIGHTING FIXTURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
  - 1. Lighting fixtures, including lamps, accessories and support materials.
- B. Related work:
  - 1. Submittals: Section 260000.
  - 2. Outlet and Junction Boxes: Section 260130.

PART 2 - PRODUCTS

2.01 MATERIAL AND FABRICATION

- A. Fixtures schedule lists one or more acceptable manufacturers for each fixture type.
- B. Provide all lighting fixtures of each type from the same manufacturer.
- C. Provide sockets for screw base lamps of plated steel, brass or bronze.
- D. Lamps Acceptable Manufacturers:
  - 1. General Electric.
  - 2. Phillips.
  - 3. Sylvania.
  - 4. As indicated for specialty lamps.
- E. Flexible metal conduit systems connecting individual tandem wired lighting fixtures.
  - 1. Conductors carrying line voltage and current shall be sized in accordance with the overcurrent device protecting the circuit indicated.
  - 2. Provide a #12 AWG minimum size ground conductor.
- F. Provide solid state drivers for all LED fixtures.

## PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Provide a lighting fixture for each lighting outlet indicated.
- B. Provide recessed and semi recessed fixtures with mounting frames compatible with the ceiling and wall systems employed and secure fixture mechanically to frame.
- C. Align rows of suspended and surface mounted fluorescent fixtures to form straight lines at uniform elevations.
- D. Provide swivel ball type hangers which will allow a minimum of 45 degrees angle for fixtures indicated as pendant mounted.
- E. Make recessed fixture fit snugly against ceiling to prevent light leakage.
- F. Support suspended and surface mounted LED fixtures as follows:
  - 1. Fixtures not over 12 inches wide and not over 50 inches long, a minimum of two fastenings.
  - 2. Fixtures not over 12 inches wide and over 50 inches long, a minimum of three fastenings.
  - 3. Fixtures over 12 inches wide and not over 50 inches long, a minimum of four fastenings.
- G. Support pendant mounted LED fixtures as follows:
  - 1. Single fixtures not over 12 inches wide, a minimum of two single pendants.
  - 2. Single fixtures over 12 inches wide, a minimum of two single pendants at each end or one double pendant at each end.
  - 3. Continuous rows of fixtures not over 12 inches wide, a minimum of one single pendant for each fixture plus one for each row.
  - 4. Continuous rows of fixtures over 12 inches wide, a minimum of two single pendants or one double pendant for each fixture plus one for each row.
  - 5. Locate pendants for continuous row fixtures at each joint and each end of row.
  - 6. Rigidly fasten continuous row fixtures together with fixtures manufacturer supplied joiner.
- H. Provide each lighting fixture with the lamps indicated on the fixture schedule.

1. Provide self extinguishing lamps in open bottom or unshielded metal halide fixtures.
- I. Clean and relamp existing fixtures to be reused.
- J. EMT shall not be used to support suspended fixtures of any type. Suspension shall be by means of standard hangers, where available and applicable, by rigid threaded conduit and fittings, or by rods.
- K. Where fixtures are to be mounted on, or suspended from concrete ceiling, provide cast in place inserts.
- L. Fixtures shall not be supported by outlet box cover screws alone; provide a fixture stud or "hickey" for added support.
- M. Provide a junction box at each exit light fixture indicated.
- N. Provide weatherproof boxes and connectors and liquid tight flexible conduit to each light fixture.
- O. All suspended fixtures will be installed with 1/8-inch safety cable and four Crosby clamps (two top and two bottom) to be used as a fixture support backup.

END OF SECTION



## SECTION 31 1000

### SITE CLEARING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. Removal of vegetation, grass, grass roots, shrubs, tree stumps, trees, upturned stumps, weed growth, tree roots, brush, masonry, concrete, rubbish, debris and other materials.
2. Removal of concrete and bituminous surfaces.
3. Removal of existing fences and gates.

###### B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 31 2200 - Grading.
3. Section 31 2313 - Excavation and Fill.
7. Section 31 2326 - Base Course.
8. Section 32 3113 - Chain Link Fences and Gates.

##### 1.02 SUBMITTALS

- ###### A. Shop Drawings: Submit site plan indicating extent of site clearing.

##### 1.03 QUALITY ASSURANCE

- ###### A. Comply with Standard Specifications for Public Works Construction, current edition, as a minimum requirement.

#### PART 2 - PRODUCTS - NOT USED

#### PART 3 - EXECUTION

##### 3.01 TREE ROOTS REMOVAL

- ###### A. Where required for construction of improvements, remove bulk of roots, to a minimum depth of 24 feet below bottom and 12 inches of any structures or slabs.

- B. Fill and compact excavation from tree root removal. Fill in 6 inch layers, each compacted to 90 percent of maximum density in accordance with ASTM D1557.

- 1. Back filling shall not commence until the excavation is inspected and tested.

### 3.02 CONCRETE AND BITUMINOUS SURFACING REMOVAL

- A. Break up and completely remove existing concrete surfacing, curbs, gutters, walks and bituminous surfacing to indicated limits. Cutting shall be performed to a neat and even line with proper tools or a concrete cutting saw. Minimum depth of cut shall be 1 1/2-inch, unless otherwise indicated. Remove concrete broken beyond the indicated limits to the nearest joint or score line and replace with new concrete to match existing.

### 3.03 FENCING

- A. Existing fences scheduled to remain may be removed to facilitate the Work, provided they are installed to their original condition in accordance with requirements of Section 32 3113 - Chain Link Fences and Gates.
- B. Fencing indicated to be removed and not reinstalled shall be completely removed, including footings. Fill and compact excavations.
- C. Install chain link fencing indicated to be relocated or reset in accordance with applicable requirements specified under Section 32 3113 - Chain Link Fences and Gates.

### 3.04 CLEANUP

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

END OF SECTION

## SECTION 31 2200

### GRADING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. General exterior grading, cutting and filling, including grading for building area, paving, planting areas, banks and hillsides.

###### B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 31 1000 - Site Clearing.
3. Section 31 2313 - Excavation and Fill.
7. Section 31 2326 - Base Course.

##### 1.02 PROJECT REQUIREMENTS

###### A. General:

1. Fees: Pay as required by authorities having jurisdiction over the area.
2. Bonds: Post as required by authorities having jurisdiction over the area.
3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.
4. Before grading, contact Underground Service Alert of Southern California (USASC) for information on public buried utilities and pipelines. Retain the services of an underground utility locator for on-site utilities.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- ###### A. Materials shall conform to requirements specified in this and related sections.

#### PART 3 - EXECUTION

##### 3.01 PREPARATION

- A. Protect and maintain installed survey stakes until their removal is required for the Work. Provide replacement grade or location stakes lost or disturbed.
- B. Install grade stakes and compare to indicated grades. If discrepancies are found between existing grades and grades indicated on Drawings, do not proceed until discrepancies are resolved.

### 3.02 ROUGH AND FINE GRADING

- A. Rough grade area sufficiently high to require cutting by fine grading:
  - 1. Grade area for bituminous surfacing and other paving to the indicated grades, equal to the section of the indicated base and pavement.
  - 2. Slope banks to required finish grades as cut progresses or leave cuts full and finish grade by mechanical equipment to provide grades and soil densities indicated on the Drawings.
  - 3. Rough grade, fill and compact banks beyond indicated finish grades. Finish grade banks and slopes to indicated grades and specified soil densities.
  - 4. Grade Only Areas: In areas not indicated to receive pavement, rough grade to approximate finish grades and then scarify, moisten and roll to obtain required density and indicated finish grades.
  - 5. Tolerances: Finish grades shall be within a tolerance of 0.05 inch per foot above or below grades indicated. Provide an average grade as indicated.
- B. Base or Subgrade:
  - 1. After subgrade has been constructed to approximate required grades, scarify to a depth of at least 6 inches:
    - a. After scarifying, process loosened material to a finely divided condition and adjust moisture content to optimum condition by addition of water, addition and blending of dry suitable material, or by drying of existing material.
    - b. Subgrade material shall be compacted by tamping, sheepfoot rollers or pneumatic tire rollers. Required relative compaction shall be **90** percent minimum for the top 6 inches below subgrade.
    - c. Install base course in accordance with Section 31 2326 - Base Course.
  - 2. Tolerance of completed grades of base or subgrade shall not vary more than 0.03 inch per foot from grades indicated. Provide an average grade as indicated.

### 3.03 SHORING

- A. Provide shoring as necessary to properly and safely support earth sides of excavations, and existing curbs, sidewalks, gutter, drives and stairs, against movement and collapse.

- B. Design and Calculations: Provide in accordance with requirement of CalOHSA.
- C. Remove shoring upon completion of the Work of this section or when no longer needed unless required otherwise by authorities having jurisdiction.

3.04 EXCESS MATERIAL DISPOSAL

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

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION



## SECTION 31 2313

## EXCAVATION AND FILL

## PART 1 - GENERAL

## 1.01 SUMMARY

## A. Section Includes:

1. Excavating, filling, backfilling, and compacting for Project site pavement, planting areas, buildings, and other structures.
2. Trenches for utility lines such as water, gas, irrigation, storm drain and sewer lines, concrete-encased conduits, manholes, vaults, valve boxes, catch basins, underground tanks, thrust blocks, yard boxes, pull boxes, and other utility appurtenances.

## B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 31 1000 - Site Clearing.
3. Section 31 2200 - Grading.
4. Section 31 2326 - Base Course.
5. Section 32 3113 - Chain Link Fences and Gates.
6. Division 22 - Plumbing.
7. Division 26 - Electrical.

## 1.02 PROJECT REQUIREMENTS

## A. Import and Export of Earth Materials:

1. Fees: Pay as required by authorities having jurisdiction over the area.
2. Bonds: Post as required by authorities having jurisdiction over the area.
3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.

## 1.03 SUBMITTALS

## A. Shoring calculations as required in Article 3.03 of this Section.

## 1.04 QUALITY ASSURANCE

- A. Comply with the Standard Specifications for Public Works Construction, current edition, except as modified herein.
- B. Sampling, testing, and certification of imported and exported soils shall be performed in accordance with Section 01 4524, Environmental Import/Export Materials Testing.

#### 1.05 TESTING

- A. OWNER will retain a Geotechnical Engineer as an OWNER Consultant who will provide observations, tests, inspections and approvals identified in the Contract Documents as being responsibility of OWNER.
- B. Imported Soils: The Geotechnical Engineer will obtain initial product Sample for testing in accordance Article 3.05 of this Section.

#### 1.06 PROJECT CONDITIONS

- A. Information on Drawings or in soil investigation report does not constitute a guarantee of accuracy or uniformity of soil conditions over the Project site.

### PART 2 - PRODUCTS

#### 2.01 FILL AND BACKFILL MATERIALS

- A. Fill and backfill material shall be a granular material previously removed from excavation or imported fill material, free of clods and stones larger than 3 inches, (2½ inches for utility trenches) foreign materials, vegetable growths, sod, expansive soils, rubbish and debris. Material shall conform to these specified requirements and related sections.
- B. Fill material exhibiting a wide variation in consistency and moisture content shall be blended and aerated to stabilize and upgrade the material.
- C. Bedding material from trench bottom to one foot above the pipe:
  - 1. Sand, gravel, crushed aggregate or native free-draining granular material providing a sand equivalent of at least 30 or a coefficient of permeability greater than 1.4 inches per hour.
  - 2. Sand complying with the Specifications for cement concrete aggregates.
- D. Any rubble and broken concrete originating from the Project site shall be legally disposed of off the Project site. No such material shall be imported from outside the Project site.
- E. Permeable Backfill (Not Used):
- F. Cement-sand slurry shall be provided with one sack of cement per cubic yard of the mixture.

#### 2.02 BASE MATERIALS



- A. Concrete Slabs on Grade: Provide "Crushed Aggregate Base" as specified in Standard Specifications for Public Works Construction, Section 200 - Rock Materials, with 3/4-inch maximum size aggregates. Provide base thickness as noted on the Drawings, or 3 inches minimum, unless noted otherwise.
- B. Bituminous Surfacing: Provide as indicated on Drawings and specified in Section 31 2326 Base Course.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Before initiating intrusive activities, contact Underground Service Alert of Southern California (USA or Dig Alert) to obtain a Dig Alert case ticket for location information on buried public and USA member utilities and pipelines at least 48-hours prior to beginning work. A copy of the Dig Alert ticket shall be forwarded to the OWNER. For on-site utilities, retain a state-licensed third-party underground utility locating service.
- B. Where the Work includes a building extension or addition on an occupied Project site, perform Work in such a manner, and at such times, as not to disrupt performance of existing utility services to existing Project site facilities. Where an interruption is necessary, obtain review from the OWNER before proceeding.
- C. Remove concrete or bituminous pavement to straight lines by saw cutting.

#### 3.02 PROTECTION

- A. Protect and guard excavations against danger to life, limb, and property as required by, but not limited to, OSHA regulations.
- B. Protect existing improvements including landscaping against damage. Repair or replace damaged items.
- C. Protect existing utility services and distribution systems from damage or displacement.
- D. Remove conduits or pipes not in service, exposed during Work, unless a minimum cover of two feet is provided. Remove all concrete, clay or other non-metallic pipe, unless otherwise indicated or approved by the OWNER.
- E. Shore, crib, or lag excavations and earthen banks as necessary to prevent cave in, erosion or gulying of sides.
- F. Provide excavations free from standing water by pumping, draining, or providing protection against water intrusion. If soil becomes soft, soggy, or saturated, excavate to firm undisturbed earth and fill as required. Slope adjacent grades away from excavations to minimize entry of water.

#### 3.03 SHORING

- A. Provide shoring as necessary to properly and safely support earth sides of excavations, and existing curbs, sidewalks, gutter, drives and stairs, against movement and collapse.
- B. Design and Calculations: Provide in accordance with requirement of governing Cal-OSHA requirements.

- C. Remove shoring upon completion of the Work of this Section or when no longer needed unless required otherwise by authorities having jurisdiction.

### 3.04 EXCAVATION

- A. Unclassified Excavations: Comply with the Standard Specifications for Public Works Construction, Section 300: "Earthwork", except as modified herein.
- B. Form sides of footings, pads, grade beams, and slab foundations, unless otherwise indicated. Provide excavations of sufficient size to permit installation and removal of forms and other required Work.
- C. Machine-drill excavation for round footings to size and depth indicated. Provide a collar or casing, or other adequate protection, to exclude dirt and debris. Protect excavations with plank covers until concrete is placed.
- D. Provide excavation bottoms level and free from loose material. Excavate to indicated or required elevations of undisturbed earth.
- E. Barricade trenches, ditches, pits, sumps, and similar Work outside the barricaded working area with chain link fence as specified in Section 01 5000 - Construction Facilities and Temporary Controls, and in accord with Cal-OSHA standards and requirements.
- F. Trenches over five feet in depth shall comply with the Construction Safety Orders of the California Division of Industrial Safety.
- G. Where indicated or required to excavate in lawn areas, protect adjoining lawn areas outside of the Work area. Replace or install removed sod upon completion of backfill by installing sod level with adjacent lawns. If installation of removed sod fails, furnish sod and install to match existing lawns.
- H. For Structures:
  - 1. Calculate excavation quantities based on elevations or depths indicated on Drawings.
  - 2. Provide 2,000 psi concrete for backfill of over-excavated areas to indicated or required elevations.
  - 3. Special preparation of bottom of excavated planes areas: Excavate areas shown on Drawings as bottom of excavated planes (B.E.P.), by excavating and filling to indicated grades and elevations.
- I. For Utilities:
  - 1. Excavate trenches to required depth for utility lines, such as pipes, conduits, and tanks, with minimum allowance of 6 inches at the bottom and 6 inches at the sides for bedding or concrete encasement as indicated on Drawings. Grade bottom of trenches to a uniform smooth surface. Remove loose soil from the excavation before placing sand bedding or concrete encasement.
  - 2. Do not install piping lengthwise under concrete walks without review by the ARCHITECT.

3. Do not excavate trenches parallel to footings closer than 18 inches from the face of the footing or below a plane having a downward slope of two horizontal to one vertical, from a line 9 inches above bottom of footings.
  - a. Unless otherwise indicated on Drawings, depth of excavations outside buildings shall provide for a minimum coverage above top of piping, tank or conduit measured from the lowest adjoining finished grade, as follows:
 

Steel Pipe	24 inches below finish grade
Copper Water Tube	18 inches below finish grade
Cast-Iron, Pressure Pipe	36 inches below finished grade
Plastic Pipe (other than waste)	30 inches below finished grade
Tanks or other structure	36 inches below finished grade
Soil, sewer and storm drain	minimum 18 inches below finished grade, and as required for proper pitch and traffic load. Install polypropylene sewer pipe with at least 24 inches of coverage.
Irrigation Pipe:	Non-pressure pipe - 12 inches, pressure pipe - 24 inches.
  - b. Trench width shall provide space for fitting and joining. Excavate for piping bells and fittings, bell and spigot pipe and other fittings.
4. Where portions of existing structures, walks, paving, or other improvements are removed or cut for piping or conduit installation, replace the material with equal quality, finished to match adjoining existing improvements. Repair pavement as specified in Section 32 0117 - Pavement Repair.
5. Provide a minimum clear dimension of 2 inches from sides of wall excavation to outer surfaces of buried pipes or conduits placed in the same trench or outside surfaces of containers and tanks.

### 3.05 IMPORT/EXPORT OF MATERIALS

- A. Unclassified Fill and Compaction: Comply with the Standard Specifications for Public Works Construction, Section 300 - Earthwork, except as modified herein. Install and compact fill in layers not to exceed 6 inches in thickness.
- B. Provide fill materials as specified in Part 2- Products. If excavated materials from the Project site are not of required quality or sufficient quantity, import additional materials as necessary.
- C. In addition to the requirements of this Section, import and/or exported materials shall comply with the requirements of Section 01 4524, Environmental Import/Export Materials Testing.
- D. Imported fill materials shall be sampled by the Geotechnical Engineer, for compliance with the requirements of Part 2 of this Section.

- E. The Geotechnical Engineer, will submit the samples to an independent DSA approved testing laboratory for testing.
- F. Initial sampling and testing shall be performed before importing material to the Project site. Identify the location of the source site in addition to the address, name of the person and entity responsible for the source site. The Geotechnical Engineer, will obtain both the initial and additional samples from the identified site and submit samples for required testing.
- G. The Geotechnical Engineer will perform additional sampling during import operations. If the total quantity of import is determined to be greater than 1000 cubic yards of material, one sample shall be obtained and submitted for testing for each 250 cubic yards of imported material. If the total quantity of import is determined to be less than 1000 yards, one sample shall be obtained and submitted for testing for each 100 cubic yards of imported material.
- H. The independent approved testing laboratory will perform the required tests and report results of tests noting if the tested material passed or failed such tests and will furnish copies to the Project Inspector, ARCHITECT, OWNER, CONTRACTOR, and others as required. Report shall state tests were conducted under the responsible charge of a licensed State of California professional engineer and the material was tested in accordance with applicable provisions of the Contract Documents, California Building Code. Upon completion of the Work of this Section, the independent testing laboratory and Geotechnical Engineer will submit a verified report to the OWNER.
- I. Bills of lading or equivalent documentation will be submitted to the Project Inspector on a daily basis.
- J. Upon completion of import operations, provide the OWNER a certification statement attesting that imported material has been obtained from the identified source site.

### 3.06 INSTALLATION OF MATERIALS

- A. Pavement: Fill or backfill materials shall be installed in horizontal layers of 6 inches, unless otherwise required. Each layer shall be evenly placed and moistened or aerated as necessary. Unless otherwise reviewed by the Geotechnical Engineer, each layer of fill material shall cover the length and width of the area to be filled before the next layer of material is installed. Top surface of each layer shall be installed to an approximate level with a crown or crossfall of at least 1 in 50, but not more than 1 in 20. Provide adequate drainage at all times during installation of the Work of this Section.
- B. Structures:
  - 1. After concrete has been placed, forms removed, and concrete Work inspected, backfill excavations with earth to indicated or required grades. Backfill simultaneously on each side of walls or grade beams. Remove rubbish, debris and other waste materials from excavations before placing backfill.
  - 2. Before placing backfill, adequately cure concrete and provide bracing, if required to stabilize structure. Protect waterproofing or damp-proofing against damage during backfilling operations, with required protection board. Remove bracing as backfill operation progresses.

3. Do not furnish or install expansive soils for retaining wall backfill.
4. Rigidly control the amount of water to be installed to provide optimum moisture content for type of fill material furnished. Do not over-saturate or compact by flooding or jetting.
5. Install wall backfill before installing railings and fences on walls.
6. Install weep hole drainage at the backside of walls so the backing completely covers the weep holes, is horizontally centered and extends at least 12 inches above the bottom of the weep opening. Provide an 8-inch square section of 1/4 inch galvanized or aluminum screen, with a minimum wire diameter of 0.03 inch, and install at the backside of each weep hole before installing the backfill material.
7. Where a reviewed drainage matting system is provided instead of permeable backfill for retaining structures, install in accordance with the manufacturer recommendations.

C. Utilities:

1. Do not install backfill until the Work of this Section has been inspected and tested. Do not furnish or install materials excavated from the Project site containing materials not permitted for backfill.
2. Backfill electrical or other excavated utility trenches located outside of barricaded installation areas within 24 hours after inspection by the IOR.
3. Install backfill in layers not exceeding 4 inches in thickness, except cement-sand slurry.
4. If materials excavated from the Project site are not permitted for trench backfill in paved areas, backfill trenches with a cement-sand slurry mix. Install backfill to an elevation of the existing undisturbed grades plus one inch.

### 3.07 COMPACTING

- A. Each layer of fill material shall be compacted by tamping, sheepsfoot rollers, or pneumatic-tired rollers to provide specified relative compaction. At inaccessible locations, provide specified compaction by manually held, operated and directed compaction equipment.
- B. Install and compact sand bedding to provide a uniform bearing under the full length of piping and conduits.
- C. Unless otherwise indicated, compact each layer of fill material to a relative compaction of at least ninety percent.
- D. When fill materials, or a combination of fill materials, are encountered or provided which develop densely packed surfaces as a result of installation or compacting operations, scarify each layer of compacted fill before installing the next succeeding layer.

### 3.08 INSPECTION AND TESTING

- A. The Geotechnical Engineer will inspect and test excavations, sample material quality for testing as set required in Part 2, and observe installation and compaction of fill materials.
- B. The Geotechnical Engineer will sample imported fill materials from their designated source and submit samples to the independent approved testing laboratory before delivery to the Project site.
- C. Installation of backfill shall be observed by the Geotechnical Engineer.
- D. The Geotechnical Engineer will inspect and test excavation Work before the installation of fill and other materials.
- E. Compaction: Test compaction in accordance with ASTM D1557, Method C.
- F. The Project Inspector will inspect foundation excavations when completed and ready for forms, after forms are in place, and before first placement of concrete.

3.09 PROTECTION

- A. Protect the Work of this Section until Substantial Completion.

3.10 CLEANING

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

END OF SECTION

## SECTION 31 2326

## BASE COURSE

## PART 1 - GENERAL

## 1.01 SUMMARY

## A. Section Includes:

1. Installation of base material.

## B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 31 1000 - Site Clearing.
3. Section 31 2200 - Grading.
4. Section 31 2313 - Excavation and Fill.

## 1.02 SUBMITTALS

- A. Crushed aggregate base (CAB) shall consist of native rock without naturally occurring asbestos or recycled materials. The CONTRACTOR shall submit written documentation, which identifies the source, volume, and proposed transport date of the material for review and approval by OWNER prior to importing the material. A statement on company letterhead from the CAB source, stamped by either a California Professional Geologist or Engineer, which states that the subject materials are native rock, do not contain any recycled materials and that the source quarry does not mine ultramafic materials, a source of natural occurring asbestos shall be included in the submittal to OWNER
- B. Product Data: Submit material source, technical information and test data for base materials. Gradation and quality certifications shall be dated within 30 days of the submittal.
- C. Sample: Submit sample of proposed base course material.

## 1.03 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement: Standard Specifications for Public Works Construction, current edition.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Crushed Aggregate Base (CAB) materials shall conform to the requirements of the Standard Specifications for Public Works Construction: Section 200 - Rock Materials.

- B. Crushed Miscellaneous Base (CMB) or materials generated on site shall not be used as a base course material.

## 2.02 MATERIAL APPROVAL

- A. Base material shall be inspected by the Project Inspector for gradation and material content prior to installation. The OWNER may choose to have additional tests performed by a geotechnical engineer, retained by the OWNER, before installation.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Install base course material in layers not exceeding 4 inches in thickness, unless required otherwise. Grade and compact to indicated levels or grades, cut and fill, water and roll until the surface is hard and true to line, grade and required section. Provide a relative compaction of at least 95 percent, unless otherwise required.
- B. Grade base course to elevations indicated on Drawings, ready to receive surfacing, in accordance with Section 31 2200 - Grading.

### 3.02 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

### 3.03 CLEANUP

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

END OF SECTION



## SECTION 32 3113

## CHAIN LINK FENCES AND GATES

## PART 1 - GENERAL

## 1.01 SUMMARY

## A. Section Includes:

1. Chain link fences and gates as indicated.

## B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 3000\_- Cast-in-Place Concrete.
3. Section 31 1000 – Site Clearing.
4. Section 31 2200 - Grading.

## 1.02 SUBMITTALS

- A. Shop Drawings: Submit dimensioned plans and details indicating extent of fences, locations of gates, and details of attachment and footings. Indicate means and methods for surface preparation and finishing.
- B. Certifications: Manufacturers material certifications in compliance with the ASTM standards referenced in this Section.

## 1.03 REFERENCES

- A. ASTM A392: Standard Specification for Zinc-Coated Steel Chain Link Fence Fabric.
- B. ASTM A780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- C. ASTM A824 – Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence.
- D. ASTM F552 - Standard Terminology Relating to Chain Link Fencing.

- E. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- F. ASTM F567: Standard Practice for Installation of Chain Link Fence.
- G. ASTM F626 - Standard Specification for Fence Fittings.
- H. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and Other Polymer-Coated Steel Chain Link Fence Fabric.
- I. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates.
- J. ASTM F934 - Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
- K. ASTM F1083: Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- L. ASTM F1184: Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- M. ASTM F1664 – Standard Specification for Poly Vinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence.
- N. ASTM F2200 - Standard Specification for Automated Vehicular Gate Construction.
- O. UL 325 - UL Standard for Safety Door, Drapery, Gate, Louver, and Window Operators and Systems.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer: Company specialized in manufacturing chain link fence products with at least five years of experience.
- B. Fence Installer: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and with at least five year experience.

### PART 2 – PRODUCTS

#### 2.01 CHAIN LINK FABRIC

- A. Galvanized Chain Link Fabric: Conforming to ASTM A392, Class 2 zinc coating, 2.00 ounces minimum per square foot of uncoated wire surface, hot-dipped galvanized after weaving, and with top and bottom edges knuckled (kk). Tie wires and hog rings shall conform to ASTM F626, and shall be 9 gage and galvanized.

B. Chain Link Fabric Requirements:

1. Fabric for perimeter fencing and interior fencing shall be 9 gage woven wire with 2 inch mesh, unless otherwise specified.
2. Fences 12 feet high or less shall be furnished with single width fabric.
3. Installed fence fabric shall be free from barbs, icicles, or other projections. Fence fabric with such defects will be deemed defective Work.

2.02

STEEL FENCE FRAMEWORK

- A. Posts, Top Rails, Brace Rails and Gate Frames: Standard weight, galvanized, welded steel pipe conforming to ASTM F1083, Group IA Heavy Industrial Fence Framework, with a minimum yield strength of 30,000 psi. Minimum 1.8 Oz/ft<sup>2</sup> hot dipped zinc coating average for interior and exterior.
- B. Schedule of Posts, Rails, Bracings and Footings: Unless indicated otherwise on the drawings, shall be of sizes indicated on the following schedule.

Item	Height	Nominal Pipe Size (inches)	Outside Diameter (inches)	Weight (pounds per foot)	Footings	
					Diameter (inches)	Depth (inches)
Top Rail, Brace Rails and Transom Rails	Up to 10'-0"	1-5/8	1.660	2.27	N/A	N/A
	10'-1" to 16'-0"	1-7/8	1.900	2.72	N/A	N/A
Line Posts	Up to 6'-0"	2-3/8	2.375	3.65	12	24
	6'-1" to 8'-0"	2-3/8	2.375	3.65	12	36
	8'-1" to 10'-0"	2-7/8	2.875	5.80	12	36
	10'-0" to 16'-0"	3-1/2	3.5	7.58	14	60
	14'-0" to 16'-0"	4	4.000	9.12	14	60
Terminal, Corner, Angle & Pull Posts	Up to 8'-0"	2-1/2	2.875	5.79	12	36
	8'-0" to 10'-0"	2-1/2	2.875	5.79	14	42
	10'-1" to 16'-0"	3	3.5	7.58	14	60
Pedestrian Gate Posts	Up to 8'-0"	2-1/2	2.875	5.79	14	36
Gate Frames	Up to 8'-0"	1-1/2	1.900	2.72	N/A	N/A
Driveway Double- Leaf Swing Gate Posts: Opening						
Up to 17'-3-1/2"	Up to 8'-0"	3 1/2	4	9.11	16	42

Item	Height	Nominal Pipe Size (inches)	Outside Diameter (inches)	Weight (pounds per foot)	Footings	
					Diameter (inches)	Depth (inches)
17'-4" to 20'-3-1/2"	Up to 8'-0"	3-1/2	4	9.11	16	42

## 2.03 FITTINGS

- A. Fittings shall be malleable iron conforming to ASTM F626.
- B. Post Caps: Designed to fit snugly over posts with a minimum projection of 1-1/2 inches below top of posts. Post caps shall be manufactured with a curved top.
- C. Eye Tops: Designed to fit over line posts, and for through passage of top rail.
- D. Expansion Sleeve Couplings for Top Rails: Steel, 6 inches long, designed to fit tightly on inside of rail, fitted with raised center.
- E. Rail Ends for Top Rails and Brace Rails: With holes to receive 3/8 inch bolts for securing to rail end bands.
- F. Tension Bands and Bands for Securing Rail Ends: Mild steel flats, at least 11 gage x one inch, tension bands in gates shall be 11 gage by 1 inch. Bolts for use with tension bands and rail end bands shall be galvanized machined 3/8 inch by 1 1/2-inch.
- G. Tension Bars: Mild steel flats at least 3/16 inch by 3/4 inch.

## 2.04 TENSION WIRE

- A. 6 gage marcelled steel wire conforming to ASTM A824, Type II Class 5 zinc coated, 2.00 ounces minimum per square foot of uncoated wire surface. Wavy type wire is not acceptable.
- B. Turnbuckles for installation with Tension Wires: Eye and hook type, drop forged steel, right and left hand threads, at least 3/8 inch screw diameter with at least 4 1/2-inches of take-up.

## 2.05 PAINT FOR GALVANIZING REPAIR

- A. Paints for Refurbishing Galvanizing: Organic zinc-rich paint conforming to ASTM A780.

## 2.06 GROUT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout specifically

recommended by manufacturer for interior and exterior applications "Rapid set Cement".

## 2.07 GATES

### A. General:

1. Gate framework shall be fabricated of tubular steel of sizes indicated on the drawings and conforming to ASTM F1083, Group IA, with a minimum yield strength of 30,000 psi. Joints at corners shall be miter cut and continuously welded to sides.
2. Install fence fabric to side members with tension bars and tension bands as specified, spaced not more than 14 inches apart. Tension bars shall extend full height of gate. Install fence fabric to top and bottom members and to brace rail with wire ties as specified for top rails, spaced not more than 12 inches apart. Chain link fabric shall match adjacent fence system.
3. Latches and Hinges: Weld gate latches and strikes to gate posts and frames. Weld hinges to posts. Weld 3 hinges on each post for swing gates more than 16 feet wide. Welding shall be performed before gate frames are galvanized, or welds shall be finished as specified below.
4. Grind welds flush and smooth. Hot-dip galvanize fabricated parts after welding, or be protected by zinc-rich paint in conformance to ASTM A780.

- B. Swing Gates: Galvanized steel welded fabrication in conformance with ASTM F900, fabric size and gage shall match fence. Positive locking gate latch shall be fabricated of 5/16 inch thick by 1 3/4 inch pressed steel galvanized after fabrication.

## 2.08 CONCRETE

- A. Comply with requirements of Section 03 3000, Cast-in-Place Concrete. Provide normal-weight, air-entrained concrete with a minimum 28-day compressive strength of 3,000 psi, 4-inch slump, and one inch maximum size aggregate.

## PART 3 - EXECUTION

### 3.01 EARTHWORK

- A. Refer to the following Sections for earthwork related work:
1. Section 31 2200 - Grading.
  2. Section 31 2313 - Excavation and Fill.

### 3.02 FRAMEWORK INSTALLATION

- A. Install fences as indicated on Drawings.
- B. Space fence posts at equal intervals between terminal, angle, corner, and gate posts, and not more than 10 feet apart measured from center to center of posts. In curved fence sections having a radius of 50 feet or less, space posts not more than 5 feet - 6 inches apart. Install posts so that top of eye of post caps are level with top of fabric.
- C. Install angle or corner posts at each change in direction of 15 degrees or more, at change of 5 percent or more in grade of fencing, and at the beginning and end of curved fence sections.
- D. Install terminal posts at ends of runs of fencing. Install gateposts on both sides of driveway and pedestrian gates. For double-leaf gates, net opening between gate posts shall be gate size as indicated on Drawings, plus 3 ½-inches; for single leaf gates, net opening shall be gate size plus 2 ½-inches.
- E. Embed posts into footing 6 inches less than the depth of the footing unless noted otherwise on drawings.
- F. Where a fence is to be installed on a curb, construct footings with top of footing level with the lower finish grade. Align posts, set plumb and true before placing footings. Remove splattered concrete from exposed pipe surfaces while concrete is still soft. In bituminous surfaced areas, install seal coat on top of concrete footings.
- G. Install fences with top rail. Top rail shall pass through eye tops and be secured at ends with rail-end fittings and bands.
- H. Install fences over 10 feet in height, in addition to top rail, with a full length horizontal mid-rail set at mid-height of fence and rigidly secured to posts with rail end fittings and bands.
- I. In fences higher than 10 feet, install brace rails at angles, corners, and terminals at 1/4 and 3/4 of fence height. Provide one horizontal brace rail in panels adjacent to terminal, angle, corner, and gateposts, install at mid-height of fence and rigidly secured to posts with rail end fittings and bands. Provide horizontal brace rails, as specified, in panels of curved sections having a radius of 50 feet or less. Brace rails are not required in fencing 4 feet or less in height.
- J. Provide a transom rail and fabric at top of pedestrian gate openings. Install transom rail 6 feet 8 inches above high point of grade at gate opening. Ends of transom rails shall be pinned or riveted to rail end fittings with 1/4 inch mild steel rivets. Pin or rivet shall go through rail and peen. Welding on rail ends is not permitted.
- K. Install bottom tension wire a minimum of 3 inches from grade for fencing and secure to fence posts with ties. Provide a turnbuckle for each 150 feet of wire or fractional part

thereof. Turnbuckles are not required in runs of 15 feet or less. Install ends of tension wires to posts in a manner to prevent slipping or loss of tension. Wrap should start from fence side of post. Turn end of wire around post tightly twisted at least three times around wire. At turnbuckles, wire through eye and tightly twist end at least three times around wire. Cut tail of bottom wire flush.

### 3.03 CHAIN LINK FABRIC INSTALLATION

- A. Install fence fabric on outward facing side of posts, except for tennis courts. Install fence fabric with top edge projecting above top rail of fence.
- B. Install bottom of fence fabric to clear finish grades, except on bituminous surface install 3/4 inch above such surface. Locally shape and trench ground surfaces where necessary to provide uniform top and bottom alignment of fence.
- C. Tightly stretch fabric and at terminal, pull corner, angle, and gateposts, secure with tension bars extending full height of fence. Secure tension bars to posts with bolted tension bands spaced not more than 14 inches apart.
- D. Bands and Ties: Install bands and ties in accordance with following schedule:
 

15 bands on 16 feet fence	16 ties on 16 feet fence
11 bands on 12 feet fence	12 ties on 12 feet fence
7 bands on 8 feet fence	7 ties on 8 feet fence
6 bands on 6 feet fence	6 ties on 6 feet fence
4 bands on 4 feet fence	4 ties on 4 feet fence
- E. Fasten fabric to line posts with wire ties spaced not more than 16 inches apart. Where 6 gage aluminum ties are furnished, hook the tie at both ends. Installation of hooked ties with links is not permitted.
- F. Fasten fabric to top rails, mid-rails, brace rails, with wire ties spaced not more than 18 inches apart. Bend back ends of tie wires so as not to be a hazard. At bottom tension wire, install hog rings spaced not more than 18 inches apart. Where 2 fabrics are furnished, lap the fabrics one mesh at mid-rail and tie both fabrics with 9 gage wire or 6 gage aluminum ties to midrails.

### 3.04 WELD GRINDING

- A. Grind all field welds smooth, clean off flux and spatter, damaged galvanizing removed, burrs and projections ground off, properly prepared, then heavily coated with galvanizing repair coating. Install coating in accordance with written recommendations of manufacturer.

### 3.05 INSTALLATION OF GATES

- A. Provide gates of the sizes indicated on Drawings. Allow clearance on gates of 1-1/2 inches at bottom and one inch at top. Construct gates installed in sloping areas to conform to the grade. Provide an opening in each gate for access to locking device or padlock. Knuckle ends of fabric cut for opening to eliminate hazards.
- B. Sliding Gates and Swing Gates: Fabricate and install as indicated on Drawings. Wheel housing shall be designed to fit tightly to roll track and prevent gate from rolling over objects. Unsupported cantilever type roll gates are not acceptable. Install gate stops in accordance with the drawings. Both top and track stops are required.

### 3.10 COMPLETION

- A. Completed fencing shall form continuous units between points indicated with required parts, accessories, and fittings provided and installed. Clean exposed metal surfaces of cement, grout and other foreign substances.
- B. Fill in holes left by removal of existing fence footings, except in areas where grading Work is indicated or specified, to existing grade with clean earth thoroughly compacted to at least same density as adjoining soil.

### 3.11 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

### 3.12 CLEANUP

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

END OF SECTION



