

GOLETA UNION SCHOOL DISTRICT CENTRAL KITCHEN MODERNIZATION

for GOLETA UNION SCHOOL DISTRICT
401 NORTH FAIRVIEW AVE • GOLETA, CALIFORNIA 93117

PROJECT MANUAL

04/17/2023 • KBZ JOB NO. 22005

Owner: **Goleta Union School District**
401 North Fairview Ave • Goleta, CA 93117 • Phone (805) 681-1200



Architect: **KRUGER BENSEN ZIEMER ARCHITECTS, INC.**
30 W Arrellaga St • Santa Barbara, CA 93101
Phone (805) 963-1726 • Fax (805) 963-2951

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PROJECT MANUAL
for
GOLETA UNION SCHOOL DISTRICT
CENTRAL KITCHEN MODERNIZATION
401 North Fairview Ave
Goleta, California 93117

OWNER: **BOARD OF EDUCATION**
Goleta Union School District
401 North Fairview Ave
Goleta, CA 93117
(805) 681-1200

ARCHITECT: **KRUGER BENSEN ZIEMER ARCHITECTS, INC.**
30 West Arrellaga Street
Santa Barbara, CA 93101
(805) 963-1726
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MECHANICAL: **AE GROUP MECHANICAL ENGINEERS**
838 E. Front Street
Ventura, CA 93001
(805) 653-1722

ELECTRICAL: **JMPE ELECTRICAL ENGINEERING**
627 Olive Street
Santa Barbara, CA 93101
(805) 569-9216

ENVIRONMENTAL: **FORBESS CONSULTING GROUP**
1009 Mercer Avenue
Ojai, CA 93023
(805) 646-1995

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NOTICE TO BIDDERS

Notice is hereby given that the board of trustees ("Board") of the Goleta Union School District ("District") will receive sealed bids for **Multi-Prime Contractors** for the following project, **Bid No. 2023-01, District Central Kitchen Modernization Project** ("Project" or "Contract"):

1. The Project consists of:

Modernization of the central kitchen which includes but not limited to new flooring and kitchen equipment, wall repairs, paint, office area upgrades.

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

Class B

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

2. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
3. Contract Documents will be available on or after May 8, 2023, for review, print and download the **Coast Reprographics website at <https://coast-repro.com>** using the Public Jobs link.
4. Sealed bids will be received until **2:00 p.m., June 7, 2023**, at the Goleta Union School District Boardroom, 401 North Fairview Avenue, Goleta, California 93117 after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Goleta Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
7. A mandatory conference and site visit will be held on **May 15, 2023, at 2:00p.m. at District Central Kitchen, 401 N. Fairview Ave, Goleta, California**. All participants are required to sign in at the front parking lot. The site visit is expected to take approximately 1 ½ hour. Failure to attend or tardiness will render bid ineligible.

8. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
10. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
11. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
12. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
13. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.
14. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
15. Publication dates: May 6, 2023 and May 13, 2023

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

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

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

Bid No. 2023-01 District Kitchen Modernization Project

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. 00 43 13 Bid Bond on the District's form, or other security.
 - b. 00 43 46 Designated Subcontractors List.
 - c. 0045 01 Site Visit Certification, if a site visit was required.
 - d. 0045 19 Non-Collusion Declaration.
 - e. 00 45 19.01 Iran Contracting Act Certification
10. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
11. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
12. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 14. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- 15. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
- 16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
- 17. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
- 18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders

must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been

recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or

specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
 21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to rmaldonadoshaqur@gusd.us. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the Coast Reprographics website [www. https://coast-repro.com/](http://www.https://coast-repro.com/). Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
 23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
 24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
26. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
27. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
28. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

- (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 29. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. 00 45 26 Workers' Compensation Certification.
 - g. 00 45 46.1 Prevailing Wage and Related Labor Requirements Certification.
 - h. 00 45 46.02 Disabled Veteran Business Enterprise Participation Certification.
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- m. 00 45 46.07 Imported Materials Certification.
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 - p. 00 45 49 Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
30. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

32. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
33. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

BID SCHEDULEPROJECT: **2023-01 District Central Kitchen Modernization Project**

Below is the milestone bid schedule for the project.

The Prime Contractor will have 8 weeks to complete the contract work while the kitchen is unoccupied for the summer break.

Prime Contractor shall provide all labor, materials, and equipment needed to complete their scope of work in compliance with the project documents and milestone schedule.

Prime Contractor is responsible for coordinating their work with other contractors and subcontractors and providing a coordinated construction schedule within (5) days from the Notice to Proceed and updated once monthly and coordinated weekly at production meeting with the District, CM, Prime Contractor, Architects, and Engineers.

Advertisement#1/Docs Available	Saturday, May 6, 2023	-----
Advertisement#2	Saturday, May 13, 2023	
Pre-Bid Conference and Job Walk District Central Kitchen 401 N. Fairview Ave, Goleta, Ca	Monday, May 15, 2023	2:00pm
Deadline for Pre-Bid RFI's	Wednesday, May, 31, 2023	-----
Bid Opening District Board Room 401 N. Fairview Ave, Goleta, Ca	Wednesday, June, 7, 2023	2:00pm
Board Approval of Contract	Wednesday, June, 14, 2023	-----
Kitchen Cleared Out By	Monday, June 12, 2023	
Work Commence*	Wednesday, June 21, 2023	-----
Required Completion Date	Tuesday, August 15, 2023	-----

*No later than 30 days after award or first day work commencement; see labor Code # 1773.3(a)(1).

Note some of the preconstruction dates and times set forth in this Bid Schedule are anticipated dates and times as of the date the District issued the Notice Inviting Bids for the Project and are subject to change prior to award of the Contract.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Board of Trustees of the Goleta Union School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 2023-01 for the following project known as:

District Central Kitchen Modernization

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

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices (if applicable).</i>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

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

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

- Bid Bond on the District's form or other security
- Designated Subcontractors List
- Site Visit Certification
- Non-Collusion Declaration
- Iran Contracting Act Certification

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

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

9. Bidder acknowledges that the license required for performance of the Work is a Class B license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

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

_____ Dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: 2023-01 District Central Kitchen Modernization ("Project" or "Contract").

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

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

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

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

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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

PROJECT: 2023-01 District Central Kitchen Modernization Project

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: **2023-01 District Central Kitchen Modernization Project**

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**

between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

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

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

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

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

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

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample

survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

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DOCUMENT 00 45 46.09
BUY AMERICAN CERTIFICATION

PROJECT/CONTRACT NO. : **2023-01 District Central Kitchen Modernization Project**
between the Goleta Union School District ("District") and

("Contractor" or "Bidder") ("Contract" or "Project").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

CERTIFICATION

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, _____, certify that I am the _____
_____ and that the representations and covenants made herein
true and correct. In making this certification, I am aware of section 12650 et seq. of
the
Government Code providing for the imposition of treble damages for making false
claims.

Proper Name of Contractor: _____

Signature: _____

Print
Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **2023-01 District Central Kitchen Modernization Project**

Date Submitted (for Updates): _____

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

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

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Board of Trustees ("Board") of the Goleta Union School District ("District")

Re: **2023-01 District Central Kitchen Modernization Project** ("Project").

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

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

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

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

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

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

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

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

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

GOLETA UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Goleta Union School District ("District") and _____ ("Contractor") ("Agreement").

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

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

2023-01 District Central Kitchen Modernization Project
("Project" or "Contract" or "Work")

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed by August 15, 2023 as specified in the District's Notice to Proceed.

5. Completion - Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars per day (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

7. Loss Or Damage: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. Limitation Of District Liability: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. Insurance and Bonds: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

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

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

_____ **Dollars**

(\$ _____),

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

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

GOLETA UNION SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

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

END OF DOCUMENT

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NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

PROJECT/CONTRACT NO.: ***2023-01 District Central Kitchen Modernization Project***
between the Goleta Union School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on June 21, 2023. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is August 15, 2023.

You must submit the following documents by 4:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

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

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

GOLETA UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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

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

3. Format and Contents of Escrow Bid Documentation

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

4. Submittal of Escrow Bid Documentation

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

personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

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

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

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District,

Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

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

END OF DOCUMENT

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

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Goleta Union School District ("District"), whose address is 401 North Fairview Avenue, Goleta, California 93117, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

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

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

Securities shall be held in the name of Goleta Union School District School District, and shall designate Contractor as beneficial owner.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

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PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the board of trustees ("Board") of the Goleta Union School District, ("District") and

_____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2023-01 District Central Kitchen Modernization Project

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

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

_____ Principal	_____ Surety
_____ By	_____ By
	_____ Name of California Agent of Surety
	_____ Address of California Agent of Surety
	_____ Telephone No. of California Agent of Surety

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

END OF DOCUMENT

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

2023-01 District Central Kitchen Modernization Project

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

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

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

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

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

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Goleta Union School District
401 North Fairview Avenue
Goleta, CA 93117

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: *District Central Kitchen Modernization Project*

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

Bid No.: *2023-01*

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

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

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

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

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

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

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

Signatures:

<p>DISTRICT:</p> <p>GOLETA UNION SCHOOL DISTRICT</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>CONTRACTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>
<p>ARCHITECT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>PROJECT INSPECTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: 2023-01 District Central Kitchen Modernization Project

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

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

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

Description	Unit Price	Quantity	Cost

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

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

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

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

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

Type / Model	Hrs. Operated	Rate

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

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)	
(h)	<u>Subtotal</u>	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
(j)	<u>TOTAL</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
(h)	<u>TOTAL</u>	

Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

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

SUBMITTED BY:

REVIEWED BY:

Contractor:

District:

[Name]

Date

[Name]

Date

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

END OF DOCUMENT

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PROPOSED CHANGE ORDER FORM

Goleta Union School District
 401 North Fairview Avenue
 Goleta, CA 93117

PCO NO.:

Project: District Central Kitchen Modernization Project
Bid No.: 2023-01
RFI #: _____

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

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

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

Reference	Description	Cost	Days Ext.
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:	Original Contract Amount:	\$	
Previous completion Date:	Amount of Previously Approved Changed Order(s):	\$	
_____ (#) Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	
Current Completion Date:	Contract amount:	\$	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

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

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: **2023-01 District Central Kitchen Modernization** ("Contract" or "Project") in the County of Santa Barbara, California; and

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

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

AGREEMENT AND RELEASE

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

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

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

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

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

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

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

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

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

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

GOLETA UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Goleta Union
School District ("District") for the following project:

PROJECT: 2023-01 District Central Kitchen Modernization Project

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

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of two (2) years from the
date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary
wear and tear and unusual abuse or neglect excepted. The date of completion is
_____, 20__.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

GENERAL CONDITIONS

FOR

CONTRACT OF CONSTRUCTION

GOLETA UNION SCHOOL DISTRICT
401 North Fairview Ave Goleta, Ca
PROJECT # 2023-01

BIDS DUE: June 7, 2023

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

1.1.2 Allowance(s): The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

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

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

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

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

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

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

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

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

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

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

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

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Notice of Award
- 1.1.14.9** Notice to Proceed
- 1.1.14.10** Agreement
- 1.1.14.11** Escrow of Bid Documentation
- 1.1.14.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.13** Performance Bond
- 1.1.14.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.15** General Conditions
- 1.1.14.16** Special Conditions (if applicable)
- 1.1.14.17** Project Labor Agreement (if applicable)
- 1.1.14.18** Hazardous Materials Procedures and Requirements
- 1.1.14.19** Workers' Compensation Certification
- 1.1.14.20** Prevailing Wage Certification
- 1.1.14.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)

- 1.1.14.22** Drug-Free Workplace Certification (if applicable)
- 1.1.14.23** Tobacco-Free Environment Certification
- 1.1.14.24** Hazardous Materials Certification (if applicable)
- 1.1.14.25** Lead-Based Materials Certification (if applicable)
- 1.1.14.26** Imported Materials Certification (if applicable)
- 1.1.14.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.28** Buy American Certification (if certain federal funds used)
- 1.1.14.29** Roofing Project Certification (if applicable)
- 1.1.14.30** Registered Subcontractors List
- 1.1.14.31** Iran Contracting Act Certification (if applicable)
- 1.1.14.32** Federal Debarment Certification (if applicable)
- 1.1.14.33** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.34** Post Bid Interview
- 1.1.14.35** All Plans, Technical Specifications, and Drawings
- 1.1.14.36** Any and all addenda to any of the above documents
- 1.1.14.37** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

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

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

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

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

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

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

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

1.1.23.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract

Documents indicate the Contractor will communicate with or provide notice to the District; and/or

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

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

1.1.25 DSA: Division of the State Architect.

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

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

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

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

1.1.30 Plans: See **Drawings**.

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

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

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

1.1.34 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such

by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.50 State: The State of California.

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

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

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

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

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

1.2 Laws Concerning the Contract; Venue

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

To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

1.3 No Oral Agreements

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

1.4 No Assignment

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

1.5 Notice and Service Thereof

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

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

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

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

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

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

1.6 No Waiver

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

an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

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

1.8 Materials and Work

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

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

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

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

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

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

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor

further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

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

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

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

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

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

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

Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

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

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

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

4. CONSTRUCTION MANAGER

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

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

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

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

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

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

5.2 Tests and Inspections

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

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

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

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

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

5.3 Costs for After Hours and/or Off Site Inspections

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

6. CONTRACTOR

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

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or

excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

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

6.1.7 [RESERVED]

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

6.2 Project Inspection Card(s)

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

6.3 Contractor's Supervision

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

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

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

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy

to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

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

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

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

6.4.4 Fingerprinting. Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

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

6.6 Purchase of Materials and Equipment

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

6.7 Documents on Work

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

Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

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

- 6.7.2.1.1** A brief description of all Work performed on that day.
- 6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3** The weather conditions on that day.
- 6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8** A complete list of all inspections and tests performed on that day.

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

6.8 Preservation of Records

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

6.9 Integration of Work

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

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

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

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

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

6.10 Notifications

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

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

6.11 Obtaining of Permits, Licenses and Registrations

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

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

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

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

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

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

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

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

6.11.2.3.4 Best management practices ("BMPs").

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of

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

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

6.13 Work to Comply With Applicable Laws and Regulations

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

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

6.13.1.2 National Board of Fire Underwriters' Regulations

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

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

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

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

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

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

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

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

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

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.13.5 [RESERVED]

6.14 **Safety/Protection of Persons and Property**

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

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

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

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

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

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

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable

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

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

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

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

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

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

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

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

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

6.14.16 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary

removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

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

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

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

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

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

6.15 Working Evenings and Weekends

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

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings,

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

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

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

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

6.17 No Relief from Obligations Based on Review by Other Persons

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

7. SUBCONTRACTORS

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

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

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused

Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

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

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

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

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

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

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

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

7.7.1 If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

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

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

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

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

9. DRAWINGS AND SPECIFICATIONS

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

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

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade

under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

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

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

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

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

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

9.9 Ownership of Drawings

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

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

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

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

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

10.1.1.2.1 Divided into at least the following categories:

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

10.1.1.2.1.14 Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

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

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

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

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

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

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

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

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the

Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

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

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

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

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

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

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

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

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

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

10.2 Monthly Progress Schedule(s)

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

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

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

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

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

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

10.3 Material Safety Data Sheets (MSDS)

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

10.4 Submittals

10.4.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

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

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

the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

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

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

11.3 Access to Work

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

11.4 Layout and Field Engineering

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

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

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that

are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

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

11.8 Regional Notification Center

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

11.9 Existing Utility Lines

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

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

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service

laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

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

11.10 Notification

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

11.11 Hazardous Materials

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

11.12 No Signs

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

12. TRENCHES

12.1 Trenches Greater Than Five Feet

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

12.2 Excavation Safety

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

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

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

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

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

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

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

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

13. INSURANCE AND BONDS

13.1 Insurance

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

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

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

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

13.1.2 Excess Liability Insurance

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

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

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

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

13.1.4 Workers' Compensation and Employers' Liability Insurance

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

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

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

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

13.1.6 Pollution Liability Insurance

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

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

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.1.8 Insurance Policy Limits

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

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

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

13.2 Contract Security - Bonds

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

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

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

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

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

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

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

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

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

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

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and

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

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

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

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

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

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

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

15. TIME

15.1 Notice to Proceed

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

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

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

15.2 Computation of Time / Adverse Weather

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

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

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

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

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

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

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

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

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

15.3 Hours of Work

15.3.1 Sufficient Forces

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

15.3.2 Performance During Working Hours

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

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a

schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

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

15.4.2 No Commencement Without Insurance or Bonds

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

15.5 Schedule

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

15.6 Expeditious Completion

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

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

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

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts

explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

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

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

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

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

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

16.3 No Additional Compensation for Delays Within Contractor's Control

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

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

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

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

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

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

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

16.3.3.1 Actually incurred performing the Work;

16.3.3.2 Not compensated by the Markup allowed; and

16.3.3.3 Directly result from the extended Contract Time.

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

16.4 **Force Majeure**

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

16.5 Float or Slack in the Schedule

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

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

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

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

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

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

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

17.2 Architect Authority

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

17.3 Change Orders

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

17.3.1.1 A description of a change in the Work;

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

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

17.4 Construction Change Directives

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

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

17.5 Force Account Directives

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

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

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

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

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

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

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

17.6 Price Request

17.6.1 Definition of Price Request

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

17.6.2 Scope of Price Request

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

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

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

17.7.2 Changes in Contract Price

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

17.7.3 Changes in Time

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

17.7.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.7.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.6 Time to Submit Proposed Change Order

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.7.7 Proposed Change Order Certification

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

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

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17.8 Format for Proposed Change Order

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

Reference	Description	Cost	Days Ext.
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO# Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:	Original Contract Amount:	\$	
Previous completion Date:	Amount of Previously Approved Changed Order(s):	\$	
_____(#) Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	
Current Completion Date:	Contract amount:	\$	

17.8.2 Mandatory Use of Forms. Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District’s evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.8.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information

relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

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

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

attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

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

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

17.9 Change Order Certification

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

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

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

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

17.9.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's

processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.10 Determination of Change Order Cost

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

17.10.1.1 District acceptance of a PCO;

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

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

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

17.13 Discounts, Rebates, and Refunds

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

17.14 Accounting Records

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

17.15 Notice Required

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

17.16 Applicability to Subcontractors

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

17.17 Alteration to Change Order Language

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

17.18 Failure of Contractor to Execute Change Order

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

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract

Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

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

19. PAYMENTS

19.1 Contract Price

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

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

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

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

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

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

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

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

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

19.2.1.1.1.8 A total of the retentions held;

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

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

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

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

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

19.2.1.1.1.14 A certification by the Contractor of the following:

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

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

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

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

ten (10) days of any request by the District or the DIR to the requesting entity, and

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

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

19.2.2 Prerequisites for Progress Payments

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

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

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

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

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

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

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

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

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

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

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

19.3.1.2.2 Results of subsequent tests and inspections,

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

19.3.1.2.4 Specific qualifications expressed by the Architect.

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

19.3.2 Payments to Contractor

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

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

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

19.3.3 No Waiver

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

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

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

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

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

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

19.4.1.18 Failure to properly maintain or clean up the Site.

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

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

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

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

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

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

19.4.2 Reallocation of Withheld Amounts

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

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

19.4.3 Payment After Cure

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

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay

to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

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

19.5.3 Joint Checks

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

20. COMPLETION OF THE WORK

20.1 Completion

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

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

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

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

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors

shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

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

20.2.2.2 Record Drawings and Record Specifications

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

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

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

20.2.2.3 Construction Storm Water Permit, if applicable

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

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

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

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

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of

the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

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

20.3.3 Final Inspection Requirements

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

20.3.3.1.1 The Work has been completed.

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

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

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

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

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

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

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

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

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

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

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

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

20.5.2 Inspection Prior to Occupancy or Use

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

20.5.3 No Waiver

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

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder,

and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

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

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

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

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

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

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

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

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

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

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

21.3 Retention

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

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

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

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

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

21.4 Substitution of Securities

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

22. UNCOVERING OF WORK

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

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

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

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

23.2 Correction of Work

23.2.1 Correction of Rejected Work

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

23.2.2 One-Year Warranty Corrections

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

23.3 District's Right to Perform Work

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

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide

such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

24.4.4 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.5 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.4.6 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.4.7 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its

Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims

Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed

waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days

following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the

further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure)

shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

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

25.10.1.1 Personal injury, wrongful death or property damage claims;

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

25.10.1.3 Stop payment notices;

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

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

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 **Payroll Records**

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 30 days while Work is being performed and **within 30 days** after the final day of Work performed on the Project and **within ten (10) days** of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

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

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's

name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 **[RESERVED]**

26.5 **[RESERVED]**

26.6 **Apprentices**

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers

and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code,

Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

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SPECIAL CONDITIONS

1. Mitigation Measures

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

2. Modernization Projects

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

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

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

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

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

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to

school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

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

3. Badge Policy for Contractors

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

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

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

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

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

4. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

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

1.7.2.2 Requests for Substitutions shall be submitted no less than ten (10) days prior to the date of the Notice of Award.

1.7.3 Ten (10) days prior to the Notice of award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net

difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. Weather Days (Refer to General Conditions Section 15.2)

6. Owner-Controlled or Wrap-Up Insurance Program (Not Applicable)[RESERVED]

7. Insurance Policy Limits – Refer to General Conditions Section 13.1.8 for schedule of Insurance Policy Limits. [RESERVED]

8. Permits, Certificates, Licenses, Fees, Approvals

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

- **No items excluded – Contractor(s) pay for all costs for permits, certificates, license, fees, and approvals.**

9. Project Labor Agreement/Payroll Records [RESERVED]

10. As-Builts and Record Drawings[RESERVED]

11. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran

Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

12. Construction Manager

The District and KBZ Architects will jointly manage this Project, Rosi Maldonado-Shaquir from Goleta District Office and Joe Wilcox of KBZ Architects.

13. Program Manager

Conrad Tedeschi, CPA is the Program Manager designated for the Project that is the subject of this Contract.

14. Federal Funds - Wages[RESERVED]

15. Federal Funds – Debarment[RESERVED]

16. Federal Funds – Byrd Anti-Lobbying[RESERVED]

17. Federal Funds – Procurement of recovered materials[RESERVED]

18. Federal Funds - Domestic preferences for procurements[RESERVED]

19. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

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

10.1.1.2.3.1 Mobilization and layout combined to equal not more than **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.5]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[10]**%.

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification:

1. Goleta Union School District, Central Kitchen, 401 North Fairview Avenue, Goleta CA 93117.

B. Owner:

1. Owner's Representative: Director of Maintenance, Operations and Transportation. Shawn Dahlen, (805) 681-1231, x2210.

- C. Architect: Kruger Bensen Ziemer Architects, Inc, 30 West Arrellaga Street, Santa Barbara CA 93101.; Joe S. Wilcox, AIA; (805) 963-1726, ext: 3359.

- D. Architect's Consultants: Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Environmental Testing and Consulting: Forbess Consulting Group, Alan Forbess (805) 432-4336.

- E. Web-Based Project Software: Project software administered by Contractor will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination" for requirements for establishing, administering, and using web-based Project software.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Refurbishment of interior spaces; removal, storage and reinstallation of kitchen equipment.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Buildings: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.

2. Before limited Owner occupancy, kitchen equipment shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain kitchen equipment serving occupied portions of Work.
3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 1. Weekend Hours: Upon written approval by Owner, limit working hours to 8:00 a.m. to 5:00 p.m.
 2. Early Morning Hours: Early morning work will not be permitted.
 3. Hours for Utility Shutdowns/Interruptions: Contractor shall schedule utility shutdowns/interruptions that will affect occupied areas of the property and/or adjacent building(s) during non-school-hours. Otherwise, provide Owner not less than two days' notice of planned utility shutdowns and obtain written Owner approval before proceeding. Provide temporary utility services as required by Owner.
 4. Hours for Core Drilling, Concrete Sawcutting, and Similar Noisy Activities: Contractor shall schedule core drilling, concrete sawcutting, and similar noisy activities during non-school-hours, unless written permission from Owner obtained. Noisy activities shall not be permitted during State Testing is occurring. Owner will provide Contractor a schedule of State Testing dates occurring during construction period.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Restricted Substances: Use of tobacco products, alcohol, and other controlled substances on school premises is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. When upon school premises, all construction personnel are required to wear a photo ID badge continuously, visible at all times on the left hand side of the body, and not concealed under clothing. All photo ID badges worn on the project shall be obtained from the same source, professionally manufactured, with identical layout and graphics, and in compliance with the following:

1. The photo ID card shall be 2-1/8" x 3" (credit card size) of durable and waterproof construction.
2. Badge shall contain the individual's full legal name and company affiliation.
3. The photo shall be in compliance with US passport requirements as noted below:
 - a. Taken within the past 6 months showing current appearance.
 - b. Color.
 - c. Full face, front view with a plain white or off-white background.
 - d. Between 1" and 1-3/8" from the bottom of the chin to the top of the head.
 - e. Taken in normal street attire. Uniforms shall not be worn in photograph.
 - f. Not taken wearing a hat or headgear that obscures the hair or hairline.
 - g. If the person normally wears prescription glasses, a hearing device, or similar articles, they should be worn for the picture.
 - h. Dark glasses or nonprescription glasses with tinted lenses are not acceptable unless needed for medical reasons (a medical certificate may be required).

G. Employee Fingerprinting: Comply with Owner's requirements for fingerprinting of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

D. In case of inconsistencies between approved Drawings and approved Specifications in the descriptions of work to be done, equipment to be provided or material to be used, submit a Request for Information (RFI) to design team. It shall be the more stringent, the more restrictive, the higher quality, and the greater quantity of Work shall apply.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided at end of this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Baseline Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Baseline Construction Schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Baseline Construction Schedule.
 - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - h. Requested substitution is compatible with other portions of the Work.
 - i. Requested substitution has been coordinated with other portions of the Work.
 - j. Requested substitution provides specified warranty.
 - k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Contract Document Revisions:
1. Should a Contractor proposed substitution require revision of the Contract Drawings or Specifications, including revisions for the purpose of determining feasibility, scope or cost, or revisions for the for the purpose of obtaining review and approval by authorities having jurisdiction, Architect, Engineer(s) or other responsible design professional will make revisions as approved in writing in advance by the Owner or Owner's Representative.
 2. Contractor shall pay for services of Architect, Engineer(s) or other responsible design professional for researching and reporting on proposed substitutions when such activities are considered

additional services to the design services contracts of Architect, Engineer(s) or other consultant who is the responsible design professional.

3. Contractor shall pay for costs of services by Architect, Engineer(s) or other responsible design professional. These costs may include travel, reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
4. Contractor shall pay such fees whether or not the proposed substitution is ultimately accepted by the Owner and a Change order is executed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF FORMS

- A. Substitution Request Form Next Page

END OF SECTION 012500

Substitution Request Form

TO: JOE WILCOX, KRUGER BENSEN ZIEMER ARCHITECTS, INC.

PROJECT: GUSD OFFICE – CENTRAL KITCHEN MODERNIZATION

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
The undersigned requests consideration of the following:			
PROPOSED SUBSTITUTION: _____			

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering or architectural design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The proposed substitution will not result in an increase to the Contract Price or the Contract Time.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

Attachments: _____

Substitution Request Form Date: _____

Project Name: _____

<p>For use by Architect</p> <p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Accepted as noted</p> <p><input type="checkbox"/> Not Accepted</p> <p><input type="checkbox"/> Received too late</p> <p>By _____</p> <p>Date _____</p> <p>Remarks _____</p>
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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
 1. The determination of costs and basis for establishing costs for changes in the Work shall be as specified in the General Conditions of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment, or as otherwise indicated in the General Conditions.
 - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.

- f. Contractor's name and address.
 - g. Date of submittal.
2. Arrange schedule of values consistent with format of **AIA Document G703**.
 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of **five** percent of the Contract Sum.
 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 7. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
 8. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 9. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 10. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 11. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling **five** percent of the Contract Sum and subcontract amount.
 12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the fifth day of the month per the General Conditions. The period covered by each Application for Payment is one month, ending on the **last day of the month**.
 - 1. Submit draft copy of Application for Payment five days prior to due date for review by Architect and Inspector.
- D. Application for Payment Forms: Use **AIA Document G702** and **AIA Document G703** as form for Applications for Payment.
 - 1. Other Application for Payment forms proposed by the Contractor may be acceptable to **Architect** and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- G. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to **Architect**. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from **entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment**.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of any required local permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.
9. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and in prominent location in each built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and Inspector of Record to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
3. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
4. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
5. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
7. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

C. Coordination Drawing Process: Prepare coordination drawings in the following manner:

1. Schedule submittal and review of Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.

2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.

D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
2. File Preparation Format: DWG, operating in Microsoft Windows operating system.
3. File Submittal Format: Submit or post coordination drawing files using PDF format.
4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in AutoCAD 2017 DWG format, operating in Microsoft Windows operating system.
 - c. Contractor shall execute a data licensing agreement on form provided by the Architect.

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Name of Architect.
4. Date.
5. Name of Contractor.
6. RFI number, numbered sequentially.

7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name of Contractor.
 3. Name of Architect.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.

7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction.
- B. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD 2017.
 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Architect.
 - a. Subcontractors and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Architect.
 5. The following digital data files will be furnished for each appropriate discipline:
 - a. Floor plans.
 - b. Reflected ceiling plans.
 - c. Interior elevations.
 - d. Building sections.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.9 PROJECT MEETINGS

- A. General: Architect will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Architect will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner, Contactor and Inspector of Record within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Inspector of record, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Sustainable design requirements.
 - n. Preparation of Record Documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have

- preceded or will follow, shall attend the meeting. Advise Architect and Inspector of Record of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 10 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Inspector of Record; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.

- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for completing sustainable design documentation.
 - f. Requirements for preparing operations and maintenance data.
 - g. Requirements for delivery of material samples, attic stock, and spare parts.
 - h. Requirements for demonstration and training.
 - i. Preparation of Contractor's punch list.
 - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - k. Submittal procedures.
 - l. Coordination of separate contracts.
 - m. Owner's partial occupancy requirements.
 - n. Installation of Owner's furniture, fixtures, and equipment.
 - o. Responsibility for removing temporary facilities and controls.
4. Minutes: Architect will conduct meeting will record and distribute meeting minutes.
- E. Progress Meetings: Architect will conduct progress meetings at weekly intervals.
- 1. Attendees: In addition to representatives of Owner, Architect and Inspector of Record, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.

- 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Inspector of Record and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.

- 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Field condition reports.
 - 5. Unusual event reports.
- B. Related Requirements:
 - 1. Section 014300 "Quality Requirements" for schedule of tests and inspections.
 - 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
 - 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
- D. Construction Schedule Updating Reports: Submit with Applications for Payment.
- E. Daily Construction Reports: Submit at weekly intervals.
- F. Field Condition Reports: Submit at time of discovery of differing conditions.
- G. Unusual Event Reports: Submit at time of unusual event.
- H. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

1.6 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

- B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.
1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Temporary facilities.
 - c. Construction of mock-ups, prototypes and samples.
 - d. Owner interfaces and furnishing of items.
 - e. Regulatory agency approvals.
 - f. Punch list.
 3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 5. Startup and Testing Time: Include no fewer than 5 days for startup and testing.
 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's and Inspector of Record's administrative procedures necessary for certification of Substantial Completion.
 7. Punch List and Final Completion: Include not more than 10 days for completion of punch list items and Final Completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use-of-premises restrictions.
 - e. Seasonal variations.
 - f. Environmental control.
 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- a. Submittals.
 - b. Mockups.
 - c. Installation.
 - d. Tests and inspections.
 - e. Adjusting.
 - f. Curing.
 - g. Building flush-out.
 - h. Startup and placement into final use and operation.
3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Completion of mechanical installation.
 - c. Completion of electrical installation.
 - d. Substantial Completion.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Final Completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect, Inspector of Record, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 10 days after date established for commencement of the Work.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Delivery.
 - d. Installation.
 - e. Testing and inspection.
 - f. Commissioning.
 - g. Punch list and Final Completion.
 - h. Activities occurring following Final Completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Main events of activity.
 - 4. Immediate preceding and succeeding activities.

5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.

- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.

1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 6. Testing and inspection.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Construction Change Directives received and implemented.
 15. Services connected and disconnected.
 16. Equipment or system tests and startups.
 17. Partial completions and occupancies.
 18. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

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SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Preconstruction photographs of kitchen equipment prior to removal.
 - 3. Concealed work photographs.
 - 4. Periodic construction photographs.
 - 5. Final completion construction photographs.
- B. Related Requirements:
 - 1. Retain subparagraphs below to cross-reference requirements Contractor might expect to find in this Section but are specified in other Sections.
 - 2. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
 - 3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
 - 4. Section 024119 "Selective Structure Demolition" for photographic documentation before demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos on CD-ROM or thumb-drive. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, and starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, and as directed by Architect, Owner, or Inspector or Record.
 - 1. Flag excavation areas and construction limits before taking construction photographs.
 - 2. Take sufficient number of photographs, but not less than 10, to show existing conditions adjacent to property before starting the Work.
 - 3. Take sufficient number of photographs, but not less than 10, of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Underground utilities.
 - 2. Underslab services.
 - 3. Piping.
 - 4. Electrical conduit.
- D. Periodic Construction Photographs: Take photographs bi-monthly and at significant milestones in the Work, including but not limited to, prior to when spaces and elements of construction are to be concealed by subsequent Work. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take photographs of sufficient quantity and vantage points to adequately cover full scope of Project after date of Substantial Completion for submission as Project Record Documents.

- F. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
- 5. Section 014300 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or

revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 1. Project name.
 2. Date.
 3. Name of Architect.
 4. Name of Contractor.
 5. Name of firm or entity that prepared submittal.
 6. Names of subcontractor, manufacturer, and supplier.
 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 8. Category and type of submittal.
 9. Submittal purpose and description.
 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 11. Drawing number and detail references, as appropriate.
 12. Indication of full or partial submittal.
 13. Location(s) where product is to be installed, as appropriate.
 14. Other necessary identification.
 15. Remarks.
 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information

and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 3 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form acceptable to Architect.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
3. Paper: Prepare submittals in paper form and deliver to Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.

- e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 - a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.

4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and

summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.

- g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file or one paper copy of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
 - 2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review or discard submittals received from sources other than Contractor.

- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.

33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsintstitute.org.

83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; www.iccsafe.org.
102. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
103. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
104. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEC - International Electrotechnical Commission; www.iec.ch.
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
111. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
112. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
113. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
114. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
115. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
116. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISO - International Organization for Standardization; www.iso.org.
118. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
119. ITU - International Telecommunication Union; www.itu.int/home.
120. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
121. LMA - Laminating Materials Association; (See CPA).
122. LPI - Lightning Protection Institute; www.lightning.org.
123. MBMA - Metal Building Manufacturers Association; www.mbma.com.
124. MCA - Metal Construction Association; www.metalconstruction.org.
125. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
126. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
127. MHIA - Material Handling Industry of America; www.mhia.org.

128. MIA - Marble Institute of America; www.marble-institute.com.
129. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
130. MPI - Master Painters Institute; www.paintinfo.com.
131. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
132. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
133. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
134. NADCA - National Air Duct Cleaners Association; www.nadca.com.
135. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
136. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
137. NBI - New Buildings Institute; www.newbuildings.org.
138. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
139. NCMA - National Concrete Masonry Association; www.ncma.org.
140. NEBB - National Environmental Balancing Bureau; www.nebb.org.
141. NECA - National Electrical Contractors Association; www.necanet.org.
142. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
143. NEMA - National Electrical Manufacturers Association; www.nema.org.
144. NETA - InterNational Electrical Testing Association; www.netaworld.org.
145. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - National Fire Protection Association; www.nfpa.org.
147. NFPA - NFPA International; (See NFPA).
148. NFRC - National Fenestration Rating Council; www.nfrc.org.
149. NHLA - National Hardwood Lumber Association; www.nhla.com.
150. NLGA - National Lumber Grades Authority; www.nlga.org.
151. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
153. NRCA - National Roofing Contractors Association; www.nrca.net.
154. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
155. NSF - NSF International; www.nsf.org.
156. NSPE - National Society of Professional Engineers; www.nspe.org.
157. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
158. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
159. NWFA - National Wood Flooring Association; www.nwfa.org.
160. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
161. PDI - Plumbing & Drainage Institute; www.pdionline.org.
162. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
163. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
164. RFCI - Resilient Floor Covering Institute; www.rfci.com.
165. RIS - Redwood Inspection Service; www.redwoodinspection.com.
166. SAE - SAE International; www.sae.org.
167. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Deck Institute; www.sdi.org.
169. SDI - Steel Door Institute; www.steeldoor.org.
170. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
171. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SIA - Security Industry Association; www.siaonline.org.
173. SJI - Steel Joist Institute; www.steeljoist.org.
174. SMA - Screen Manufacturers Association; www.smainfo.org.
175. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.

176. SMPTE - Society of Motion Picture and Television Engineers; www.smpite.org.
177. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
178. SPIB - Southern Pine Inspection Bureau; www.spib.org.
179. SPRI - Single Ply Roofing Industry; www.spri.org.
180. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
181. SSINA - Specialty Steel Industry of North America; www.ssina.com.
182. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
183. STI - Steel Tank Institute; www.steeltank.com.
184. SWI - Steel Window Institute; www.steelwindows.com.
185. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
186. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
187. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
188. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
189. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
190. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
191. TMS - The Masonry Society; www.masonrysociety.org.
192. TPI - Truss Plate Institute; www.tpinst.org.
193. TPI - Turfgrass Producers International; www.turfgrassod.org.
194. TRI - Tile Roofing Institute; www.tilerroofing.org.
195. UL - Underwriters Laboratories Inc.; www.ul.com.
196. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
197. USAV - USA Volleyball; www.usavolleyball.org.
198. USGBC - U.S. Green Building Council; www.usgbc.org.
199. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
200. WA - Wallcoverings Association; www.wallcoverings.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
205. WI - Woodwork Institute; www.wicnet.org.
206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.

5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.

6. DSA; Division of the State Architect; www.dgs.ca.gov/DSA.
7. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014300 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Division 01 Specification Sections, and General and Supplementary Conditions apply to this section.

1.2 SUMMARY

A. Section Includes:

1. Quality control and control of installation.
2. Tolerances
3. References.
4. Testing and inspection services.
5. Manufacturers' field services.
6. Examination.
7. Preparation.

B. Related Sections:

1. Section 013300 "Submittal Procedures."
2. Section 014200 "References."
3. Section 014523 "Testing and Inspections."

- C. Section includes administrative and procedural requirements for quality assurance and quality control.

- D. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Inspector of Record (IOR) or authorities having jurisdiction are not limited by provisions of this Section.

1.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- F. Refer to Section 014200 "References" for additional requirements.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Architect/Engineer.
 - 1. Laboratory: Authorized to operate in State of California.
 - 2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.

3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.
- D. Reports will be submitted by independent firm to Architect/Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and
 3. Contractor in performance of services.
 4. Perform specified sampling and testing of products in accordance with specified standards.
 5. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 6. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 7. Perform additional tests required by Architect/Engineer.
 8. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer and to Contractor. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.

J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

K. Refer to Section 014523 "Testing and Inspections" for additional requirements.

1.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 013300 "Submittal Procedures" for additional requirements.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

3.2 PREPARATION

- A. Clean substrate surfaces prior to attaching next material.

END OF SECTION 014300

SECTION 014523 - TESTING AND INSPECTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes: *In-situ testing* required during the course of construction.
- B. Related Section:
 - 1. Division 1 Section "Concrete Slab Moisture and pH Testing".

1.3 TESTS

- A. The District will select an independent Testing Laboratory to conduct tests. Selection of the material required to be tested will be by the Laboratory or the District's Inspector and not by the Contractor.
- B. The Contractor shall notify the District's Inspector a minimum of 3 working days in advance of the manufacture of material to be supplied by the Contractor under the Contract Documents, and which must by terms of the Contract be tested in order that the District may arrange for the testing of such material at the source of supply.
- C. The District will select and pay Testing Laboratory costs for all tests and inspections, but shall be reimbursed by the Contractor for certain costs as herein specified. Any direct payments by the Contractor to the Testing Laboratory on this Project are prohibited.

1.4 TESTING LABORATORY

- A. Testing and inspections will be performed by an independent testing laboratory selected and employed by the District.
- B. Testing and inspection services shall verify that Work meets the requirements of the Contract Documents.

1.5 PAYMENTS

- A. Costs of initial testing and inspection, except as specifically modified herein, or specified otherwise in technical section, will be paid for by the District, provided such testing and inspection indicates compliance with Contract Documents. Initial tests and inspections are defined as the first tests and inspections as herein specified.

- B. In the event a test or inspection indicates failure of a material or procedure to meet requirements of Contract Documents, costs for retesting and reinspection will be paid by the District and backcharged to the Contractor.
- C. Additional tests and inspections not herein specified but requested by District or Architect, will be paid for by the District, unless results of such tests and inspections are found to be not in compliance with Contract Documents, in which case the District will pay all costs for initial testing as well as retesting and reinspection and backcharge the Contractor.
- D. Costs for additional tests or inspections required because of change in material being provided or change of source or supply will be paid by District and backcharged to the Contractor.
- E. Costs for tests or inspections which are required to correct deficiencies will be paid by the District and backcharged to the Contractor.
- F. Costs for testing which is required solely for the convenience of Contractor in the scheduling and performance of Work will be paid by the District and backcharged to the Contractor.
- G. Overtime costs for testing and inspections performed outside the regular workday hours, including weekends and holidays, shall be paid for by the District and backcharged to the Contractor. Such costs include overtime costs for the District's Inspector.
- H. Testing laboratory will separate and identify on the invoices, the costs covering all testing and inspections which are to be backcharged to the Contractor as specified above.
- I. Testing laboratory will furnish to District a cost estimate breakdown covering initial tests and inspections required by Contract Documents. Estimate will include number of tests, man-hours required for tests, field and plant inspections, travel time, and costs.

1.6 TEST AND INSPECTION REPORTS

- A. Testing Laboratory will certify in writing that all Work specified or required to be tested and inspected conforms to Drawings, Specifications and applicable building codes.
- B. The Testing Laboratory will make the following distribution of test and inspection reports:
 - 1. District 1
 - 2. Architect 1
 - 3. Contractor 1

1.12 REQUIRED TESTS AND INSPECTIONS

- A. Tests and Inspections set forth in Title 24, Part 2 (2010 California Building Code) Volume 1

CONCRETE SLAB MOISTURE, HUMIDITY AND pH

- 1. CONCRETE SLAB MOISTURE ASTM F 1869
- 2. CONCRETE SLAB HUMIDITY ASTM F 2170

3. CONCRETE SLAB pH LEVELS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.3 CONCRETE SLAB MOISTURE, HUMIDITY AND pH (Refer to Section 014524 for methods)

- A. Prior to flooring installation, Owner's independent testing laboratory to perform Concrete Slab Moisture, Humidity and pH Testing in all areas.
- B. Testing company to provide testing results to both Architect and Contractor for their review prior to proceeding with all flooring installations.

END OF SECTION 014523

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SECTION 014524 – CONCRETE SLAB MOISTURE AND pH TESTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Contractor to provide concrete slab moisture vapor emission, in-situ relative humidity and pH (alkalinity) testing at concrete substrates scheduled to receive resilient flooring as specified in the project documents, and as needed for a complete installation.
- B. Related Requirements:
 - 1. Division 09 "Resilient Tile Flooring."
 - 2. Division 09 "Resinous Flooring"
 - 3. Division 09 "Tile Carpeting"

1.3 QUALITY ASSURANCE:

- A. Testing: The Contractor shall provide access for and cooperate with the Testing/Inspection Agency. Concrete slab Moisture and pH testing shall be performed by a qualified independent testing agency with verifiable experience utilizing ASTM F 1869-04, ASTM F 2170-02, ASTM F 710-05 and ASTM E 1907-04 Testing Methods and Practices Referenced herein. All test results shall be forwarded to Owner's Representative immediately following testing.
- B. Testing shall be performed by a qualified independent testing agency.
 - 1. Independent Floor Testing & Inspection, Inc. (IFTI)
2440 Stanwell Drive, Concord, CA 94520
(800) 490-3657 ifti@floortest.com
 - 2. Or approved equal

1.4 REFERENCES

- A. ASTM E 1907-04 – Standard Guide to Methods of Evaluating Moisture Conditions of Concrete Floors to Receive Resilient Floor Coverings.
- B. ASTM F 710-05 – Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- C. ASTM F 1869-04 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- D. ASTM F 2170-02 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using *in situ* Probes.

1.5 SUBMITTALS

- A. The Moisture Test Report will contain the following:
1. Report the Test Deployment Parameters: The start and finish date and time of testing; the start and finish ambient temperature, ambient relative humidity and dew point temperature. The minimum and maximum ambient temperature and relative humidity reached during testing.
 2. Report the "Factor" used to calculate the actual test area of the Calcium Chloride test site.
 3. Report the Concrete Slab thickness (in inches).
 4. Report the Demolition Parameters for MVER testing: The start and finish date and time of removing any existing non-asbestos flooring, adhesive, etc. prior to MVER testing.
 5. Report all test results in chart from listing:
 - a. Test locations (also mark test locations on floor plan).
 - b. Type(s) of existing floor coverings.
 - c. Visual distress level of existing floor coverings.
 - d. Surface temperature of concrete.
 - e. pH paper/pencil reading (ASTM F 710).
 - f. Visual appearance of concrete.
 - g. Concrete slab age.
 - h. Relative Humidity in Concrete, % (ASTM F 2170):
 - 1) Depth of hole from top of Slab, in.
 - 2) RH in concrete, %
 - 3) Temp in concrete, o F
 - i. Surface Moisture Meter Test (ASTM E 1907):
 - 1) Electrical Impedance Test Values or Electrical Resistance Test Values
 - 2) Moisture Vapor Emission – CaC12 Test (ASTM F 1869):
 - 3) Weight Grain in grams
 - 4) Exposure Time/hrs
 - 5) MVER lbs/1000 Sq. Ft

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. The Moisture Vapor Emission test area shall be free of sealers, coatings, finishes, dirt, film-forming curing compounds, or other substances which may affect the rate of moisture dissipation from the concrete. Non-chemical methods for removal, such as abrasive grinding or bead-blasting, including methods described in Practice D 4259 may be used on existing slabs with deleterious residues to achieve an appropriate state for testing. For example:
1. Concrete slabs covered by existing floor coverings must have such coverings and all three-dimensional adhesive removed for a minimum of 24 hours prior to testing. Expose a minimum area of 20" x 20".
 2. Concrete slabs free of substances which may affect the rate of moisture dissipation must also be prepared as noted above. Such preparation may take place immediately prior to testing.

- B. To test for pH at the surface of the concrete slab, make sure the concrete surface is adequately cleaned of adhesives, curing compounds, etc. Any remaining residue can result in understated pH readings. Also use care not to over abrade the surface of the concrete (removing the thin layer of carbonation that is typically less than 1/16") this can result in overstated pH readings.
- C. To prepare the Relative Humidity *In Situ* probe test site, you will drill holes in the concrete and then insert test hole-liners, also called sleeves, in which you will take the relative humidity readings. To drill holes, you will need a rotary hammer drill with a carbide-tipped drill bit. Note that the drill bit diameter should not be more than 0.04 inches, or 1 millimeter, larger than the external diameter of the hole liner. Once you have the correct size drill bit in place, establish the proper hole depth by either marking on the drill bit with duct tape or by adjusting the attached limit rod. Start the measurement from the shoulder of the drill bit, not the tip. Hole shall be drilled dry. Do not use water for cooling or lubrication; do not wet-core test hole.
- D. Warning – Hydraulic cement used in concrete construction may contain trace amounts of free crystalline silica. Prolonged exposure to airborne free crystalline silica may be a health hazard. Avoid actions that cause dust to become airborne. Use local or general ventilation to control exposures below applicable exposure limits.

3.2 TESTING METHODS

- A. Moisture Vapor Emission Test:
 - 1. Anhydrous calcium chloride shall be in the form of prilled beads.
 - 2. Dish shall be made of a material that does not absorb moisture. Dish shall be supplied with a tight-fitting cover. The cover shall be secured to the dish with pressure-sensitive-adhesive backed vinyl tape.
 - 3. Pressure Sensitive Label to be used to identify the container of calcium chloride and to record the date, time and container weight when the test is started and completed.
 - 4. A transparent, hole-free plastic canopy square or circular in shape about 70-100 in 2 (450-650 cm²) in area and depth greater than the depth of the cylindrical container of anhydrous calcium chloride, and with 0.5 in (12 mm) flanges around the perimeter of the cover.
 - 5. Strip of sealant to secure the plastic cover to the floor in an airtight fashion.
 - 6. Brightly colored warning label to be placed on the plastic cover as a protective warning while the test is being conducted.
 - 7. Gram scale capable of measuring 0.1 gram, this scale will be used to weigh the calcium chloride container at the start and end of the test.
 - 8. Thermometer to measure ambient temperature of the test site and should be capable of recording highs and lows achieved during testing period.
 - 9. Hygrometer to measure ambient relative humidity of the test site and should be capable of recording highs and lows achieved during testing period.
- B. Relative Humidity *In Situ* Probe Test:
 - 1. Humidity Probe and Digital Meter with relative humidity and temperature sensors in cylindrical probe, with external diameter less than approximately 0.75 in. (20mm), and accuracy +2-3% from 0 to 100% relative humidity.
 - 2. Hole liners plastic or non-corroding metal tubes, inside diameter not more than 0.04 in (1mm) greater than the probe's external diameter, of sufficient length to seal the hole to the desired depth.
 - 3. Rotary hammerdrill, carbide drill bits, vacuum cleaner, and brush for drilling holes in concrete and removing drilled dust from the holes.
- C. pH Testing:
 - 1. Wide range pH paper, its associated pH chart, and distilled or deionized water.

2. Other pH testing methods such as pH pencils or pH meters are available and may be used to measure pH levels.

3.3 MEASURING MOISTURE VAPOR EMISSION RATE USING ANHYDROUS CALCIUM CHLORIDE

- A. Testing should be performed in accordance with ASTM F 1869-04 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride and manufacturer's instructions.
- B. The number of tests required is determined by the square-footage of the project:
 1. Three (3) kits are required for the first 1,000 square feet; and
 2. One (1) additional test kit for each 1,000 square feet thereafter
- C. The test site should be at the same temperature and humidity expected during normal use. If this is not possible, then the test conditions should be 75° F \pm 10° F and 50% \pm 10% relative humidity. Maintain these conditions 48 hours prior to and during testing.
- D. Prior to test placement, the actual test area shall be clean and free of all foreign substances. All residual adhesives, curing compounds, sealers, paints, floor coverings, etc. shall be removed.
- E. Tests shall not be placed within five (5) feet of the nearest external wall.
- F. Weigh test dish on site prior to start of test. Scale must report weight to 0.1 grams. Record weight and start time.
- G. Expose Calcium Chloride and set dish on concrete surface.
- H. Install test containment dome, (lightly press on the top of the containment dome to assure seal) and allow test to proceed for 60 – 72 hours.
- I. Retrieve test dish, (lightly press on the top of the containment dome to confirm seal) carefully cutting through containment dome. Close and reseal test dish.
- J. Weigh test dish on site recording weight and stop time.
- K. Calculate and report results as “pounds of emission per 1,000 per square feet per 24 hours”.

3.4 DETERMINING RELATIVE HUMIDITY IN CONCRETE FLOOR SLABS USING *IN SITU* PROBES

- A. Testing should be performed in accordance with ASTM F 2170-02 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using *In Situ* Probes.
- B. The number of tests required is determined by the square-footage of the project:
 1. Three (3) tests are required for the first 1,000 square feet; and
 2. One (1) additional test for each 1,000 square feet thereafter.
- C. The test site should be at the same temperature and humidity expected during normal use. If this is not possible, then the test conditions should be 75° F \pm 10° F and 50% \pm 10% relative humidity. Maintain these conditions 48 hours prior to and during testing.
- D. Determine the thickness of the concrete slab, typically from construction documents.

- E. Utilizing a rotary hammerdrill with a carbide-tipped drill bit to drill holes to required depth (for slabs on-grade, depth equal to 40% of the concrete thickness” i.e. 2.0” deep for a 5” thick slab, or 1.6” deep for a 4” thick slab).
- F. Remove dust from the hole using a vacuum cleaner.
- G. Insert hole liner to bottom of hole. Place rubber stopper into upper end of liner and seal around liner to concrete at concrete surface with gasketed cover.
- H. Allow 72 hours to achieve moisture equilibrium within the hole before making relative humidity requirements.
- I. Remove the sleeve plug and place probe into the test sleeve assuring that it reaches the bottom of the test hole.
- J. Allow ample time for the probe to sit in the test sleeve to achieve moisture equilibrium before taking relative humidity readings.
- K. Record the relative humidity and temperature. Also record the location of the hole within the structure and depth of the probe tip below the concrete surface.
- L. Use the relative humidity probe to measure the ambient air temperature and relative humidity above the slab in the vicinity of the test location.
- M. Remove the hole liner and fill the hole with a cementitious patching compound.
- N. Report any observations that might affect the interpretation of individual measurements such as standing water on the slab, wet coring operations, weather, or ventilating system operations.

3.5 DETERMING pH LEVELS

- A. Testing should be performed in accordance with ASTM F 710-05 – Standard Practice for Preparing Concrete Floors to Receive Flooring.
- B. Conduct at same time as vapor emission and relative humidity testing:
 - 1. Place several drops of water onto the concrete surface to form a puddle approximately 1” in diameter.
 - 2. Allow the water to set for 60 +/- 5 seconds.
 - 3. Dip the pH paper into the water and remove immediately, compare color to chart provided by paper supplier to determine pH reading.
 - 4. Record and report results.
 - 5. pH Pencil and pH Meters – Follow instrument manufacturer’s instructions.

END OF SECTION 014524

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: A mobile field office will be acceptable.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse

effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service overhead unless otherwise indicated.
 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 500 ft. of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
 - G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
 - H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
 - 2. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 3. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
 - C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 - D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
 - E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.

7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street

paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 01 50 00

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SECTION 015719 – INDOOR AIR QUALITY (IAQ) MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:

- 1. Special requirements for Indoor Air Quality (IAQ) management during construction operations.
 - a. Control of emissions during construction.

1.3 Moisture control during construction.

- 1. Procedures for testing baseline IAQ. Baseline IAQ requirements specify maximum indoor pollutant concentrations for acceptance of the facility.

- B. Related Sections:

- 1. Section 014300 "Quality Requirements" for meetings and project coordination.
- 2. Section 017700 "Closeout Procedures" for final cleaning and submittals.

1.4 DEFINITIONS

- A. Definitions pertaining to sustainable development: As defined in ASTM E2114.

- B. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.

- C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.

- 1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

- E. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.5 PRECONSTRUCTION MEETING

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct a meeting with Owner and Architect to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.

1.6 SUBMITTALS

- A. Indoor Air Quality (IAQ) Management Plan: Not less than 10 days before Pre-construction meeting, prepare and submit an IAQ Management Plan including, but not limited to the following:
 - 1. Procedures for control of emissions during construction.
 - a. Identify schedule for application of interior finishes.
 - 2. Procedures for moisture control during construction.
 - a. Identify porous materials and absorptive materials.
 - b. Identify schedule for inspection of stored and installed absorptive materials.
 - 3. Revise and resubmit Plan as required by Owner.
 - a. Approval of Contractor's IAQ Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.
- B. Product Data:
 - 1. Submit product data for filtration media used during construction and during operation. Include Minimum Efficiency Reporting Value (MERV).
 - 2. Material Safety Data Sheets: Submit MSDSs for inclusion in Operation and Maintenance Manual for the following products. Coordinate with Section 017823.
 - a. Adhesives.
 - b. Floor and wall patching/leveling materials.
 - c. Caulking and sealants.
 - d. Insulating materials.
 - e. Fireproofing and firestopping.
 - f. Paint.
 - g. Clear finish for wood surfaces.
 - h. Lubricants.
 - i. Cleaning products.

3. Submit product certifications for all composite wood and agrifiber products confirming they contain no added urea-formaldehyde resins.

C. Photographs:

1. Submit a minimum of 6 photographs (electronic files) taken at 3 different times during construction (total of 18 photographs) that illustrate implementation of IAQ Management Plan procedures. Photographs shall be dated and include annotations describing IAQ Management procedures that are shown.

PART 2 - PRODUCTS

2.1 ADHESIVES AND SEALANTS

- A. All adhesives and sealants used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) must comply with the following limits for VOC content when calculated according to 40 CFR 50, Subpart D (EPA method 24):

1. Wood Glues: 30 g/L
2. Millwork and Casework Adhesives: 20 g/L
3. Casework Sealant: 50 g/L
4. Metal to Metal Adhesives: 30 g/L
5. Adhesives for Porous Materials (Except Wood): 50 g/L
6. Subfloor Adhesives: 50 g/L
7. Plastic Foam Adhesives: 50 g/L
8. Carpet Adhesives: 50g/L
9. Carpet Pad Adhesives: 50 g/L
10. Carpet Seam Sealer: 50 g/L
11. VCT and Sheet Vinyl Adhesives: 50 g/L
12. Cove Base Adhesives: 50 g/L
13. Rubber Floor Adhesives: 60 g/L
14. Wood Floor Adhesives: 100 g/L
15. Ceramic Tile Adhesives: 65 g/L
16. Gypsum Board and Panel Adhesives: 50 g/L
17. Multipurpose Construction Adhesives: 70 g/L
18. General Contact Adhesive: 80 g/L
19. Special Purpose Contact Adhesive: 250 g/L
20. Structural Glazing Adhesives and Compounds: 100 g/L
21. Structural Wood Member Adhesive: 140 g/L
22. Top & Trim Adhesive: 250 g/L
23. Silicone Sealant: 50 g/L
24. Pipe Thread Sealant: 50 g/L
25. Plastic Cement Welding Compounds: 250 g/L
26. ABS Welding Compounds: 325 g/L
27. CPVC Welding Compounds: 490 g/L
28. PVC Welding Compounds: 510 g/L
29. Adhesive Primer for Plastic: 250 g/L
30. Architectural Non-Porous Sealants and Sealant Primers: 250 g/L
31. Architectural Porous Sealants and Sealant Primers: 775 g/L
32. Single-Ply Roofing Membrane Adhesives: 250 g/L

33. General Purpose Mist Spray Aerosol Adhesives: 65% VOCs by weight
34. General Purpose Web Spray Aerosol Adhesives: 55% VOCs by weight
35. Special Purpose Aerosol Adhesives (all types): 70% VOCs by weight

- B. Interior sealants shall not contain: mercury, butyl rubber, neoprene, SBT (styrene butadi-ene rubber), or nitrile.
- C. Sealants and glazing compounds formulated with aromatic solvents (organic solvent with a benzene ring in its molecular structure) fibrous talc or asbestos, formaldehyde, halo-genated solvents, mercury, lead, cadmium, hexavalent chromium, or their components shall not be used.
- D. Adhesives used to apply laminates, whether shop-applied or field-applied, shall contain no urea formaldehyde.

2.2 PAINTS AND COATINGS

- A. Interior Paints and Coatings: For interior field-applied applications, use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24) and the chemical restrictions (Restricted Components listed below) of Green Seal Standard GS-11, Paints and Coatings, Third Edition, August 17, 2011; Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997; and South Coast Air Quality Management District Rule 1113, Architectural Coatings, rules in effect on September 6, 2013, as follows:
 1. Primers, Sealers, Undercoaters: Not more than 200 g/L of VOC per liter of coating less water and exempt compounds, including pigments.
 2. Flat Paints and Coatings: Not more than 50 grams of VOC per liter of coating less water and exempt compounds, including pigments.
 3. Non-Flat Paints and Coatings: Not more than 50 grams of VOC per liter of coating less water and exempt compounds, including pigments.
 4. High Gloss Paints and Coatings: Not more than 150 grams of VOC per liter of coating less water and exempt compounds, including pigments. High Gloss Coatings are coatings that register a gloss of 70 or above on a 60-degree meter according to ASTM Test Method D 523 as specified in paragraph (e)(6).
 5. Water-Based Polychromatic Finish Coatings: Not more than 150 g/L (150 g/L for primer and flat polychromatic paint).
 6. Anti-Corrosive Coatings: Not more than 250 grams of VOC per liter of coating less water and exempt compounds.
 7. Sanding Sealers: Not more than 50 grams of VOC per liter of coating less water and exempt compounds.
 8. Waterproofing Sealers: Not more than 250 grams of VOC per liter of coating less water and exempt compounds.
 9. Concrete Slab Sealers: Not more than 100 grams of VOC per liter of coating less water and exempt compounds.
 10. Polyurethanes: Not more than 100 grams of VOC per liter of coating less water and exempt compounds.
 11. Stains: Not more than 250 grams of VOC per liter of coating less water and exempt compounds.
 12. Interior paints shall not contain antimicrobial additives (such as fungicides and biocides).
 13. Aromatic Compounds: Paints and coatings shall not contain more than 1% (by weight) total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 14. Restricted Components: Paints and coatings shall not contain any of the following:

- a. Acrolein
- b. Acrylonitrile
- c. Aniline dyes
- d. Antimony
- e. Benzene
- f. Butyl benzyl phthalate
- g. Cadmium
- h. Di (2-ethylhexyl) phthalate
- i. Di-n-butyl phthalate
- j. Di-n-octyl phthalate
- k. 1,2-dichlorobenzene
- l. Diethyl phthalate
- m. Dimethyl phthalate
- n. Ethylbenzene
- o. Formaldehyde
- p. Hexavalent chromium
- q. Isophorone
- r. Lead
- s. Mercury
- t. Methyl ethyl ketone
- u. Methyl isobutyl ketone
- v. Methylene chloride
- w. Naphthalene
- x. Toluene (methylbenzene)
- y. 1,1,1-trichloroethane
- z. Vinyl chloride
- aa. Xylene

2.3 COMPOSITE WOOD AND AGRIFIBER BINDERS

- A. All composite wood, agrifiber products, and wood doors shall contain no added ureaformaldehyde binder resins.

PART 3 - EXECUTION

3.1 IAQ MANAGEMENT – EMISSIONS CONTROL

- A. During construction operations, follow the recommendations in SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- B. HVAC Protection:
 - 1. Seal return registers during construction operations.
 - 2. Provide temporary exhaust during construction operations.
 - 3. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
 - a. Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 as determined by ASHRAE 52.2 during construction. Replace filters prior to occupancy with

those recommended in Mechanical Plans. Coordinate with work of Division 23 Heating Ventilating and Air Conditioning (HVAC).

- C. Source Control: Provide low and zero VOC materials as specified.
- D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.
- E. Housekeeping: During construction, maintain project and building products and systems to prevent contamination of building spaces.
- F. Scheduling: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
- G. Provide adequate ventilation during and after installation of interior wet products and interior final finishes.
- H. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.
 - 1. Flush out to be accomplished in 9 days maximum. Estimated 4000 CFM of supplemental conditioned fresh air required.

3.2 IAQ MANAGEMENT – MOISTURE CONTROL

- A. Housekeeping:
 - 1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
 - 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
 - 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
- B. Inspections: Document and report results of inspections; state whether or not inspections indicate satisfactory conditions.
 - 1. Examine materials for dampness as they arrive. If acceptable to Architect/Owner, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 - 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
 - 3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect after each rain event.
 - a. Where stored on-site or installed absorptive materials become wet, notify Architect and Owner. Inspect for damage. If acceptable to Architect/Owner, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
 - 4. Basement: Monitor basement and crawlspace humidity, and dehumidify when relative humidity is greater than 85 percent for more than 2 weeks or at the first sign of mold growth.
 - 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
 - 6. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:

- a. Air barrier: Verify air barrier is installed without punctures and/or other damage. Verify air barrier is sealed completely.
 - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and other penetrations.
 - c. Insulation layer: Verify insulation is installed without voids.
 - d. Roofing: In accordance with ASTM D7186 Standard Practice for Quality Assurance Observation of Roof Construction and Repair.
7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
- C. Schedule:
1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
 2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to, air barriers, flashing, exterior sealants and roofing, at the earliest possible time.

END OF SECTION 015719

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 3. Section 014200 "References" for applicable industry standards for products specified.
 - 4. Section 017700 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes

and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Resolution of Compatibility Disputes between Multiple Contractors:
 - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

- B. Delivery and Handling:

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

- C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:
 - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
 - 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner's portion of the Work.
6. Coordination of Owner-installed products.
7. Progress cleaning.
8. Starting and adjusting.
9. Protection of installed construction.

- B. Related Requirements:

1. Section 011000 "Summary" for coordination of Owner-furnished products, Owner-performed work, and limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 024119 "Selective Structure Demolition" for demolition and removal of selected portions of building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
 1. Prior commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work.

Inform Architect and Inspector of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

- a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.

- d. Plumbing piping systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Electrical wiring systems.
 - j. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Equipment supports.
 - d. Piping, ductwork, vessels, and equipment.
 - e. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect and Inspector in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing conditions. If discrepancies are discovered, notify Architect and Inspector promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Inspector. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Inspector before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel.
 - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
 - 2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed products
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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 administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 02 "Selective Structure Demolition"

1.3 DEFINITIONS

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

1.4 PERFORMANCE

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of **95 percent** by weight of total waste generated by the Work.

B. Salvage/Recycle Requirements: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible. Owner has established minimum goals for the following materials:

1. Site Asphalt Concrete and Portland Cement Concrete Waste: The Contractor shall recycle all demolished Asphalt Concrete and Portland Cement Concrete to ensure that none of the material will be disposed of at a landfill. Prior to starting work, the Contractor shall submit a plan to be approved by the architect that demonstrates that all Asphalt Concrete and Portland Cement Concrete generated from the project will be recycled. The contractor shall provide to the architect weigh tickets or other evidence that the material to be recycled has been disposed of at a recycling facility.
2. Other Demolition Waste:
 - a. Concrete.
 - b. Concrete reinforcing steel.
 - c. Concrete masonry units.
 - d. Wood studs.
 - e. Wood joists.
 - f. Plywood and oriented strand board.
 - g. Wood paneling.
 - h. Wood trim.
 - i. Structural and miscellaneous steel.
 - j. Rough hardware.
 - k. Roofing.
 - l. Insulation.
 - m. Doors and frames.
 - n. Door hardware.
 - o. Windows.
 - p. Glazing.
 - q. Metal studs.
 - r. Gypsum board.
 - s. Acoustical tile and panels.
 - t. Carpet.
 - u. Carpet pad.
 - v. Demountable partitions.
 - w. Equipment.
 - x. Cabinets.
 - y. Plumbing fixtures.
 - z. Piping.
 - aa. Supports and hangers.
 - bb. Valves.
 - cc. Sprinklers.
 - dd. Mechanical equipment.
 - ee. Refrigerants.
 - ff. Electrical conduit.
 - gg. Copper wiring.

- hh. Lighting fixtures.
- ii. Lamps.
- jj. Ballasts.
- kk. Electrical devices.
- ll. Switchgear and panelboards.
- mm. Transformers.

3. Construction Waste:

- a. Site-clearing waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.
- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan for approval prior to commencement of demolition, within 10 days of date established for the Notice to Proceed.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit 3 copies of report. Include separate reports for demolition and construction waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.

7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit 3 copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. Qualification Data: For Waste Management Coordinator and refrigerant recovery technician.
- I. Statement of Refrigerant Recovery (if applicable): Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss waste management plan.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in hauling and tipping fees by donating materials.
 - 7. Savings in hauling and tipping fees that are avoided.
 - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect and Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: To be removed from Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Doors and Hardware for Salvaging: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

E. Doors for reuse: Remove hardware and store for reuse.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:

1. Allan Company, Palmdale (661) 273-0775

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.

1. Crush asphaltic concrete paving and screen to comply with requirements in Division 32 Exterior Improvements for use as general fill.

B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
 - 2. Crush concrete and screen to comply with requirements in Division 32 Exterior Improvements for use as satisfactory soil for fill or sub-base.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-inch (25-mm) size.
 - a. Crush masonry and screen to comply with requirements in Division 32 Exterior Improvements for use as satisfactory soil for fill or sub-base.
 - b. Crush masonry and screen to comply with requirements in Division 32 Exterior Improvements for use as mineral mulch.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Manufacturer, Carpet Reclamation Agency or carpet recycler.
- K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- L. Plumbing Fixtures: Separate by type and size.

- M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- N. Lighting Fixtures: Separate lamps by type and protect from breakage.
- O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- P. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.6 DISPOSAL OF WASTE

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

END OF SECTION 01 74 19

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
 - 3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's or Owner's signature for receipt of submittals.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements. Advise the Owner of pending insurance changeover requirements.
4. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.

- d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items one of the following formats:
- a. PDF Electronic File: Architect will return annotated file.
 - b. Three Paper Copies: Architect will return one copy.

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Architect by email to Architect.
- E. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - i. Vacuum and mop concrete.
 - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - l. Remove labels that are not permanent.
 - m. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - r. Clean strainers.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Emergency manuals.
2. Operation manuals for systems, subsystems, and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

B. Related Sections: All sections included for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

A. Manual: Submit one (1) electronic file in PDF format and four (4) color copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.

5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic electronic media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and one set of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit [annotated PDF electronic files and directories] [and] <Insert number> [paper copies] of each submittal.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Architect for resolution.

5. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
 - C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
 - D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.
- 1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

021000 HAZARDOUS MATERIALS MITIGATION SPECIFICATION ASBESTOS & LEAD ABATEMENT

1. PURPOSE AND SCOPE OF PROJECT

Purpose: This specification has been prepared to address the proposed abatement and mitigation of hazardous materials as part of planned renovations at the District's central kitchen facility. This specification applies to asbestos abatement and lead mitigation controls required for the renovation of the central kitchen and associated areas.

A thorough survey of the project area was completed, but there is always potential for hidden materials to be discovered during site renovations and demolition. If previously unidentified suspect asbestos or lead materials are encountered during demolition or renovation work, the Abatement contractor or other contractors shall immediately contact the on-site Environmental Consultant (FCG Environmental @ 805.646.1995) and request testing and assessment prior to further work in the area.

1.1 Hazardous Materials Inventory

Asbestos and lead paint testing of the kitchen areas was conducted by FCG personnel on March 17, 2022. Bulk asbestos samples were forwarded to a certified laboratory for analysis. Lead paint testing was conducted using XRF instrumentation. This section provides a summary of findings from our field surveys, which are attached for your review. The following is a summary of asbestos containing materials (ACM) and lead-based paint (LBP) or lead-based components which have been identified or suspected within the project scope.

Materials Testing Positive for Asbestos: The following asbestos containing materials were identified from our survey data and bulk samples collected during our inspection at the subject site:

Table 1: List of Identified Asbestos Containing Materials (ACM)

Sample ID	Asbestos Containing Material	Location	% Asbestos (Chrysotile) ND = Not Detected	Category & Friability
1, 2, 3	9" Tan VFT & Mastic (some areas under carpet)	Main office adjacent to kitchen (~330 sf)	Beige Tile = 2 % Black Mastic = 2 % Tan Mastic = ND	Category I, Non-friable Material
4, 5	Brown Mastic under 4" blue vinyl cove base	Main office adjacent to kitchen (~60 lf)	Blue Non-Fibrous Material = ND Tan Mastic = ND Brown Mastic = Trace (<1%) Anthophyllite	Category I, Non-friable Material
	Brown Mastic	Main Kitchen	Brown Non-Fibrous Material ND	Category I,

Sample ID	Asbestos Containing Material	Location	% Asbestos (Chrysotile) ND = Not Detected	Category & Friability
12	under 4" brown vinyl cove base	(T/O)	Brown Mastic = Trace (<1%) Anthophyllite Beige Mastic = ND Paint = ND	Non-friable Material
17, 18, 20, 21	Drywall Joint Compound	Various locations (partition walls)	Wallboard, tape, paint, etc. = ND Joint Compound = 2 % (Composite = <1%)	Category II, Non-friable Material
All asbestos is chrysotile-type unless noted otherwise. Please see that attached Lab Report, bulk sample log and field plot for additional details.				

Notes on Tables and Assessment Terms:

1. **Asbestos containing material (ACM):** Federal and County APCD regulations define ACM as any material or product that contains more than 1% asbestos. State regulations define ACCM (asbestos containing construction material) as any material with greater than 0.1% asbestos by weight, which must be disturbed only by trained workers.
2. **Asbestos renovation:** Defined by NESHAPS as the removal of more than 160 square feet or 260 linear feet of ACM. OSHA requires registration of all contractors removing more than 100 sq. ft. on any project.
3. **Friable ACM:** any ACM that when dry can be crumbled, pulverized, or reduced to powder by normal hand pressure.
4. **Non-friable ACM:** any ACM that **cannot** be reduced to powder by normal hand pressure.
5. **Category I non-friable ACM:** asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products (typically pliable materials, including sealants and mastics).
6. **Category II non-friable ACM:** any other ACM that when dry **cannot** be reduced to powder by hand pressure (typically non-pliable/cementitious materials).
7. **Regulated Asbestos Containing Material (RACM):** any *friable* ACM that will be removed or disturbed during a renovation of a regulated structure. ACM that will become friable due to the removal technique is also regulated. Note: while linoleum flooring is considered Category II ACM while managed in place, removal *always* renders it friable.
8. **Presumed Asbestos Containing Materials (PACM):** This designation is for those materials which are normally asbestos containing but were not sampled due to access issues or potential for irreparable damage. This typically includes transite (asbestos cement) piping or sheeting, or HVAC insulation materials in walls, under floors, etc. where destructive testing is not recommended. Regulations allow asbestos inspectors to "presume" that these materials contain asbestos without laboratory data based on the inspector's experience and knowledge of building materials.
9. **Trace (<1%) Asbestos:** Federal and local APCD regulations define an asbestos containing material (ACM) as any compound with greater than 1% asbestos. The State of California through Cal-OSHA regulations further defines an asbestos containing material as any compound which meets or exceeds a concentration of 0.1% asbestos by weight. This definition is primarily for worker and occupant protection during disturbance work. The polarized light microscopy (PLM) method does not quantify the concentration asbestos in

bulk samples at levels of less than 1%. PLM analytical methods must report a “trace” amount where any detectable fibers are identified. Further analysis by more quantitative methods such as “Point Count” or transmission electron microscopy (TEM) are required to quantify the concentration of asbestos in “trace” PLM sample results or all “trace” materials must be managed as ACM.

1.1.2 - Summary of Asbestos Containing Materials: Our survey identified a number of Asbestos Containing Materials (ACM) at the site which will require abatement or special handling as part of proposed renovation/demolition activities. These materials include the following:

1. **Asbestos Containing Material (ACM):** The following materials were found to contain greater than 1% asbestos and are regulated under current federal, state and local regulations as *Asbestos Containing Materials (ACM)*:
 - **9” x 9” Tan Vinyl Floor Tiles (2%) and Black Mastics (2%):** Located in the main office adjacent to the kitchen, with approximately 330 sq. ft. noted. This is a non-friable, Category I material.
 - **Drywall Joint Compound (2% Chrysotile):** Four of the five bulk samples collected from interior drywall showed the tape mud/joint compound materials were asbestos containing. Due to the difficulty in distinguishing between the various drywall materials, all drywall with joint compound should be managed as ACM. This is a non-friable, Category II material. It should be noted that the composite of all wallboard layers (drywall, tape, mud, paint, etc.) is estimated at less than 1% total asbestos and may be disposed of as non-hazardous construction debris. This is based on laboratory estimates of PLM samples. Additional testing can be conducted by TEM or point count methods to confirm.
2. **Materials with “Trace” (<1%) Asbestos:** The following materials were tested and found to contain less than 1% asbestos, and must be treated as asbestos containing materials unless further analysis by more quantitative methods such as “Point Count” or transmission electron microscopy (TEM) are utilized to quantify the actual concentration of asbestos:
 - **Brown Mastics (Behind Vinyl Cove Base):** These mastics were used to adhere vinyl cove base materials found within the lower walls of the kitchen (4” brown vinyl) and adjacent main office (4” blue vinyl). Also noted in other areas adjacent to the kitchen, with a total of approximately 500 linear feet estimated. This is a non-friable, Category I material.

1.1.3 - Lead-Based Paint & Lead Inspection Results: A lead-based paint inspection at the project site was conducted using XRF instrumentation. Per EPA and California regulations, paint or coatings are considered to be lead-based at concentrations at or above 1.0 milligram per square centimeter (mg/cm²) using XRF technology. FCG tested representative surfaces throughout the project areas to identify lead paint or lead components. Calibration tests were performed at the beginning of the survey and again at the end of the survey to document that the equipment was working properly. The following is a summary of our field findings:

Materials/Surfaces Testing Positive for Lead-Based (>1.0 mg/cm²): We have listed below those materials/surfaces with lead concentrations greater than 1.0 milligrams per square centimeter using XRF equipment and are therefore considered “lead-based” per current state and federal regulations:

- Painted Surfaces: None of the painted surfaces tested as part of our survey were found to contain lead at concentrations above the regulatory level of 1.0 mg/cm². Therefore, none of the painted surfaces tested as part of this project scope meet the definition of lead-based paint (LBP).
- Components: The following components tested positive for lead in the glazing compounds above the regulated level of 1.0 mg/cm². Although not regulated as a paint coating by the EPA’s RRP rule, disturbance of these components may create a lead hazard which is regulated under current OSHA and CA regulations and may require special handling as part of site renovation work:
 - **White Ceramic Floor Drains – Kitchen**
- A limited number of painted surfaces showed *detectable* levels of lead that were well below the regulatory limit of 1.0 mg/cm². Although these surfaces or coatings do not meet the regulated definition of “lead-based”, they may contain sufficient levels of lead that could create an airborne exposure if certain trigger tasks (i.e., sanding, cutting, grinding, etc.) are performed. It is the responsibility of the various employers under current OSHA regulations to ensure that workers are not exposed to levels of lead above the Permissible Exposure Limits (50 micrograms per cubic meter) or Action Level (30 ug/m³) as established by Cal/OSHA. For a complete listing of all lead readings taken from the site, please refer to the attached lead survey.

1.2 Proposed Scope of Hazardous Materials Abatement Work

The following is a summary of planned abatement tasks for this project:

Hazardous Materials Abatement: The following asbestos and lead abatement or mitigation tasks are anticipated as part of the proposed renovation project:

Asbestos:

1. **Removal of 9” x 9” Tan Vinyl Floor Tiles (2%) and Black Mastics (2%) located in the main office (~330 sq. ft.):** These are non-friable materials that is in fair condition. All work must be conducted by trained workers with proper controls to prevent release of asbestos fibers. Tiles and mastic must be removed and disposed of as non-friable, non-hazardous waste.

2. **Removal of Drywall with Asbestos Joint Compound:** Drywall with asbestos joint compound is located on select dividing walls throughout. Due to the difficulty in distinguishing between the various drywall materials, all drywall with joint compound should be managed as ACM. This is a non-friable, Category II material in good condition. It should be noted that the composite of all wallboard layers (drywall, tape, mud, paint, etc.) is estimated at less than 1% total asbestos and may be disposed of as non-hazardous construction debris.
3. **Materials with "Trace" (<1%) Asbestos:** The following materials were tested and found to contain less than 1% asbestos, and must be treated as asbestos containing materials:
 - **Brown Cove Base Mastics:** These mastics were used to adhere vinyl cove base materials found within the lower walls of the kitchen (4" brown vinyl) and adjacent main office (4" blue vinyl). This mastic was also noted in other areas adjacent to the kitchen, with a total of approximately 500 linear feet estimated. This is a non-friable, Category I material in fair condition. This mastic must be removed and disposed of as non-friable, non-hazardous waste. We recommend the cove base mastics be removed

Lead Abatement Tasks:

1. **Possible Removal of Lead-Based Floor Drains:** If the ceramic floor drains within the kitchen are to be disturbed or removed, this may create a lead hazard which is regulated under current OSHA and CA regulations unless they are removed intact. Removal work that will damage of the drains must be conducted by lead-trained workers using appropriate controls per the terms of this specification. All lead containing waste must be properly characterized and disposed in accordance with state and federal regulations.

General Requirements:

1. Asbestos Containing Materials (ACM) and lead components noted above shall be removed or disturbed from the areas of proposed renovations in accordance with federal and state regulations or managed in-place without damage during site work if possible.
2. Asbestos and lead abatement activities will be coordinated with and integrated into the planned demolition and renovation project for these areas.
3. Removal of ACM or Lead components includes transportation and final disposal at an approved landfill compliant with statutory regulations relating to hazardous waste or disposal of non-friable asbestos waste.
4. All lead disturbance work must be conducted under the terms of the Lead-in-Construction Standard per Title 8, Section 1532.1 of the California Code of Regulations and Title 29 of the Federal Code and the Renovation, Repair and Maintenance (RRP) Rule per EPA regulations (40 CFR Part 745).
5. Client, General Contractor and/or Consultant may conduct additional assessment as needed to further define asbestos and lead issues or concerns at the project site. If discrepancies exist within the scope of work regarding the location or quantities of ACM or LBP found during site work, the Client reserves the right to perform additional testing or assessment as necessary to resolve these conflicts.

2. QUALIFICATIONS AND DISCLOSURES

2.1. SITE INVESTIGATION

- 2.1.1.** Abatement contractor acknowledges that he has investigated and satisfied himself as to: a) the conditions affecting the Work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities that may otherwise affect performance of required activities; b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Abatement contractor or his designated representative, as well as information presented in Drawings and specifications included with this Contract.
- 2.1.2.** Any failure by the Abatement contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner is not responsible for any conclusions or interpretations made by the Abatement contractor on the basis of the information made available by the Owner or the Owner's agents.

2.2. SITE INSPECTION

- 2.2.1.** The Abatement contractor shall coordinate and schedule inspections as required.
- 2.2.1.1.** Abatement contractor's failure to obtain approval of inspections shall not be cause for an increase in the Contract Price or Time.
- 2.2.1.2.** In the event that any unplanned events or emergencies the Abatement contractor agrees to pay the Owner's charges for additional services. This includes charges for the Owner's consultants, including Principal's Time, Monitoring Technician's Time, Air Samples, Bulk Samples, or other reasonable expenses as necessary for Owner to fully observe the Work and/or to protect the Owner's interests.
- 2.2.1.3.** The Owner shall have the only discretion regarding the consulting services required, and by accepting this contract the Abatement contractor agrees to pay the Owner's charges associated with emergency services, unplanned events, and/or overtime off shift work. Any such expenses incurred by Abatement contractor shall be paid by Owner and deducted from the Contract Price.

2.2.1.4. The Owner's Hazardous Materials Consultant's fees are as described below. Overtime premiums are 1.5 times standard fees. Emergency or unplanned event premiums are 2.0 times standard fees. All time is based upon portal to portal.

- PCM Air Sample (asbestos) \$20.00 each
- PLM Bulk Sample (asbestos) \$20.00 each
- TEM Sample (asbestos air or bulk) \$120.00 each
- Lead Sample (dust, soil, air) \$50.00 each
- Principal Consultant \$120.00 per hour
- Monitoring Technician \$85.00 per hour
- Per Diem (overnight, if required) \$150.00 per shift

2.3. INSURANCE

2.3.1. In addition to any insurance required by the General Conditions, the abatement contractor at his own cost and expense, shall procure and maintain during the continuance on this Contract comprehensive bodily injury and property damage liability insurance provided by an A-rated California admitted carrier with a combined single limit of \$2,000,000.00 per occurrence. The insurance policy shall provide coverage for all liability arising out of or related to the Project or to the performance of the Work and shall include asbestos and unintentional release of hazardous materials.

2.3.2. The abatement contractor's insurance policies shall contain a 10-day Notice of Cancellation clause and shall list the following individuals and entities as Certificate holders and Additional Insured:

- Goleta Unified School District

2.3.3. When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency, and a signed letter of acknowledgement from the rental agency shall be included in the submittal package.

2.4. LICENSES AND QUALIFICATIONS

2.4.1. The Abatement contractor, or any subcontractor performing asbestos-related work, shall at all times be registered with the State of California Carcinogen Registration Unit of the Division of Occupational Safety and Health. Expiration of a license, or the failure to timely renew licenses or registrations shall be

cause for issuance of a Stop Work order until resolved and shall not be cause for an increase in the Contract Price or Time.

- 2.4.2.** Within ten days after the issuance of the Notice to Proceed, the entity that will perform the work under this section shall submit qualifying documentation of the successful completion in 2005 or later of asbestos and lead abatement work for at least three projects similar in complexity and magnitude and other qualifying information. Documentation shall include:
- 2.4.2.1.** A detailed description of the work performed.
 - 2.4.2.2.** The name, address, phone number and contact person for the client for which the work was done.
 - 2.4.2.3.** The name, address and phone number of the company and company representative responsible for air monitoring and site surveillance.
 - 2.4.2.4.** A record of any citations issued by Federal, State or Local regulatory agencies relating to asbestos/lead abatement activity from 2005 forward. Include projects, dates, and resolutions.
 - 2.4.2.5.** A listing of any asbestos or lead-related legal proceedings/claims in which the Abatement contractor (or employees) scheduled to participate in this project are currently involved. Include the name, address and phone number of the representative for the opposing side.
- 2.4.3.** Disqualification of Subcontractor
- 2.4.3.1.** The asbestos subcontractor may be disqualified for any of the following reasons:
 - 2.4.3.1.1.** The subcontractor is involved in any litigation against the Client, Property Owner or other litigation related to hazardous materials work with other public entities.
 - 2.4.3.1.2.** The subcontractor has defaulted on a previous contract.
 - 2.4.3.1.3.** The subcontractor exhibits a lack of competency as evidenced by a deficiency of experience as described in Paragraph 2.4 or the repeated failure to provide an approved submittal.
 - 2.4.3.1.4.** The subcontractor has more than one serious or willful citations or stop work orders from regulatory agencies for noncompliance.
 - 2.4.3.2.** Disqualification of a subcontractor for cause as described in 2.4.3 and substitution of a qualified subcontractor by the General Contractor shall not be cause for an increase in Contract Price or Contract Time.

3. APPLICABLE STANDARDS AND GUIDELINES

3.1. GENERAL REQUIREMENTS

- 3.1.1. All work under this Contract shall be performed in strict accordance with all applicable Federal, State, and Local regulations, standards and codes governing demolition, asbestos abatement and any other trade.
- 3.1.2. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists the most stringent requirements shall prevail.
- 3.1.3. Safety shall be the first and primary goal guiding the work on this project.

4. DEFINITIONS

- 4.1. **Abatement** - Procedures to control fiber release from asbestos containing materials. Includes removal, encapsulation, enclosure, repair, demolition and renovation activities. For lead work, "abatement" means any set of measures designed to reduce or eliminate lead hazards or lead-based paint for public and residential buildings but does not include containment or cleaning.
- 4.2. **Airlock** - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least 3 feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.
- 4.3. **Air Monitoring** - The process of measuring the particulate content of a known volume of air collected during a specific period of time and reporting as the result an accurate representation at a point in time of the concentration of asbestos, lead or other airborne contaminants in the area being monitored.
- 4.4. **Amended Water** - Water to which a surfactant has been added.
- 4.5. **Architect** - The Project Architect or their representatives.
- 4.6. **Asbestos containing material (ACM)** - Material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or non-fibrous materials.

- 4.7. **Asbestos containing construction material (ACCM)** – Per Cal-OSHA, any manufactured construction material which contains more than 1/10th of 1% asbestos by weight (0.1%).
- 4.8. **Asbestos containing waste material** - asbestos containing material or asbestos contaminated objects requiring disposal. Per state and federal regulations, friable asbestos with greater than 1% total is considered hazardous waste and must be disposed using proper waste manifesting and transportation to a permitted disposal facility.
- 4.9. **Authorized Visitor** - The Owner, Architect, representatives of either Owner or Architect, and any representative of a regulatory or other agency having jurisdiction over the Project.
- 4.10. **Clean room** - An uncontaminated area or room that is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment. At a minimum, the clean room shall have a shelf and hook for each worker plus four spare clothing storage areas so that all clothing, masks and shoes can be stored off of the floor. Clean rooms shall be sized to fully accommodate the work force at all times.
- 4.11. **Contractor** - The General Contractor or his authorized representative, or his employees or his subcontractors or sub-subcontractors or other Contractor material or service providers. The General Contractor may elect to delegate or otherwise pass on duties or responsibilities to a subcontractor for the work performed under this section but may not relieve himself of any obligations to the Owner for full compliance with all work performed under this section.
- 4.12. **Curtained doorway** - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Curtained doorways shall be constructed of a minimum thickness of 10-mil poly.
- 4.13. **Decontamination enclosure system (decon)** - A series of connected rooms, (five-chambers) separated from the work area and from each other by air locks, for the decontamination of workers and equipment.
- 4.14. **Encapsulant** - A liquid material which can be applied to asbestos/lead containing material which controls the possible release of asbestos/lead fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

- 4.15. Encapsulation** - The application of an encapsulant to asbestos/lead containing material to control the release of asbestos/lead into the air.
- 4.16. Enclosure** - The construction of an airtight, impermeable, permanent barrier around asbestos/lead containing material to control the release of asbestos/lead into the air.
- 4.17. Equipment decontamination enclosure system** - That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work area, typically consisting of a washroom and holding area. This area shall contain a walk-off pan for workers to clean off their boots and be large enough to stage materials or equipment being prepared for entry into the work area or exit through the system.
- 4.18. Equipment room** - A contaminated area or room that is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
- 4.19. Facility** - Any institutional, commercial or industrial structure, installation, or building.
- 4.20. Friable asbestos** - Asbestos containing material which can be crumbled to dust, when dry, under hand pressure.
- 4.21. HVAC** - Heating, ventilation, and air conditioning system. This includes ducts, duct shafts or equipment chases, plaster, stucco, or gypsum enclosed plenums, partitions or studded enclosures, distribution fittings, pumps, motors, tanks, filters or filter banks, controls, raceways and other components which serve a HVAC-related function.
- 4.22. HEPA filter** - A high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.
- 4.23. HEPA vacuum** - A vacuum system equipped with HEPA filtration.
- 4.24. Lead-based paint** – Paint layers or other surface coatings that contain an amount of lead equal to, or in excess of, one milligram per square centimeter (1.0 mg/cm²) by XRF methods, or more than 5,000 parts per million (ppm) or one-half of one percent (0.5%) by weight by bulk sampling methods.
- 4.25. Lead-related Work** – Includes any tasks involving lead (as defined by Title 17 CCR, Division I, Chapter 8) that can or may expose workers to lead dust or fumes above the Cal/OSHA Permissible Exposure Limit, or involving activities designed to reduce a lead hazard for a minimum of twenty years. All lead-related tasks must be performed by experienced and DHS certified workers.

- 4.26. Negative pressure ventilation system** - A local pressure differential exhaust system which ensures a positive flow of air into a contaminated area from an uncontaminated area by utilizing a HEPA filtered exhaust fan to remove air from the contaminated area, thereby lowering the air pressure below that of the surrounding uncontaminated areas.
- 4.27. Outside Air** - The air outside buildings and structures.
- 4.28. Plasticize** - To cover floors and walls with plastic sheeting as herein specified.
- 4.29. Prior Experience** - Experience required of the abatement contractor on asbestos/lead projects of similar nature and scope to insure capability of performing the asbestos/lead abatement in a satisfactory manner. Similarities shall be in area related to material composition, project size, abatement methods required, number of employees and the engineering work practice and personal protection controls required.
- 4.30. "Regulations"** shall include but not be limited to:
- 4.30.1.** U.S. Environmental Protection Agency Regulations for Asbestos (Title 40, Code of Federal Regulations, Part 61, Subparts A & B)
 - 4.30.2.** Title 8, California Administrative Code, General Industry Safety Orders,
 - 4.30.3.** Title 8, California Administrative Code, Construction Safety Orders
 - 4.30.4.** Title 17, California Code of Regulations, Division 1, Chapter 8
 - 4.30.5.** California Department of Health Services and CA Code of Regulations Title 22.
 - 4.30.6.** All other current regulations promulgated and in effect as of the starting date of the Work. In all cases, the most rigorous standard shall prevail.
- 4.31. Removal** - The stripping of any asbestos/lead containing materials from surfaces or components of a facility.
- 4.32. Renovation** - Altering in any way one or more facility components.
- 4.33. Shower room** - A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination.
- 4.34. Strip** - To take off asbestos/lead materials from any part of facility.
- 4.35. Structural member** - Any load-supporting member or component of a facility, such as beams and load-supporting walls.

- 4.36. **Subcontractor** - The individual and/or legal entity and its sub-subcontractors and employees of the Subcontractor and sub-sub-contractors performing the work under this Section.
- 4.37. **Surfactant** - A chemical wetting agent added to water to improve penetration.
- 4.38. **Visible emissions** - Any emissions containing particulate material that are visually detectable without the aid of instruments.
- 4.39. **Waste transfer airlock** - a decontamination system utilized for transferring containerized waste from inside to outside of the work area.
- 4.40. **Wet cleaning** - The process of eliminating asbestos/lead contamination from building surfaces and objects by using cloths, mops, or other utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos/lead contaminated waste.
- 4.41. **Work area** - Designated rooms, spaces, or areas of the Project in which asbestos/lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area, which has not been plasticized nor equipped with a decontamination enclosure system.
- 4.42. **Worker decontamination enclosure** - A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area with airlocks and curtained doorways

5. DESCRIPTION OF GENERAL WORK PARAMETERS

- 5.1. The work specified herein shall include the removal or mitigation of known or presumed asbestos containing materials (ACM) and lead-based paint (LBP) or lead containing components (ceramic tiles, porcelain) identified within the planned renovations included in this project.
- 5.2. All work shall be performed by certified contractors who are trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos and lead containing and/or contaminated materials and the subsequent cleaning of contaminated areas.
- 5.3. The abatement subcontractor shall employ an experienced, competent superintendent and necessary assistants who shall be present at the project site full time during the progress of the Work until the date of substantial completion and for

such additional time thereafter as the Owner may deem necessary for the expeditious completion of the Work.

- 5.3.1.** The superintendent shall be satisfactory to the Owner and shall not be changed without the consent of the Owner, unless the superintendent proves to be unsatisfactory or ceases to be in his employ.
- 5.3.2.** The superintendent shall be certified as a Competent Person and shall have a minimum of five years' experience managing asbestos and lead mitigation projects similar in complexity and magnitude to the work to be performed under this section.
- 5.4.** The Abatement contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the Work in accordance with all applicable Federal, State and Local regulations, these Specifications and the other Contract documents. Under all circumstances statutory regulation shall prevail in a discrepancy between these Specifications and Federal, State or Local regulation. In case of conflicting or contradictory requirements, the General Provisions of the Contract shall prevail over the specific provisions within this Section, except that in all cases, the most rigorous provision shall prevail.
- 5.5.** The Abatement contractor is responsible for protection of all areas utilized during the performance of the Work to ensure the safety of persons and to avoid any increase in expense to the Owner to accomplish the subsequent work comprising the Project. If suspect asbestos containing materials previously not identified are uncovered during site demolition or renovation work, Abatement contractor shall cease operations in that area immediately until the suspect materials can be tested. Area of suspect ACM or LBP should be sealed with plastic sheeting if possible to isolate the area in question.
- 5.6.** Remove, transport and dispose of all waste as hazardous waste, unless proper characterization has been conducted by laboratory analytical methods to determine the hazardous criteria per Title 22 of the California Code of Regulations.

 - 5.6.1.** Abatement contractor shall be responsible for all profiling and characterization of materials scheduled for disposal off site and shall submit a letter of acknowledgement and acceptance from any landfill proposed to receive such waste.

 - 5.6.1.1.** For all proposed landfills, Abatement contractor shall submit for approval all pertinent documentation establishing the capacity of such landfills to accept designated waste for permanent disposal.
 - 5.6.1.2.** Should any qualified landfill be rejected by Owner, Owner shall issue a change order for Abatement contractor's increased out-of-pocket expense for transportation and disposal. There shall be no other change in the Contract price or time for a change initiated pursuant to this paragraph.

- 5.7.** The client shall pay for water consumption utilized on the Project. The water supply shall be able to be shut off in a clean area and hoses attached to run into the contained area or decon for use. No leaks shall be permitted at any time in hoses or fittings. Abatement contractor shall have spare washers and fittings available at all times.

6. SUBMITTALS, NOTIFICATIONS AND DOCUMENTATION

6.1. INITIAL SUBMITTAL

- 6.1.1. The submittal shall be bound, with each underlined section below tabbed for ease of reference.
- 6.1.1.1. All components of the submittal shall be site specific; general company policies or generic plans shall be deemed non-responsive.
- 6.1.1.2. A complete and approved submittal package is required before beginning any work covered under this Section.
- 6.1.2. At a minimum the submittal will include the following sections:
- 6.1.2.1. Licenses, Insurance Certificates and Notifications
- 6.1.2.1.1. A copy of required state licenses, state registrations and any additional licenses or registrations required to perform the Work.
- 6.1.2.1.2. Abatement contractor's insurance certificates evidencing coverage as required by the Contract Documents.
- 6.1.2.1.3. A copy of the Notification to the local APCD and a copy of the check tendered for associated notification fees.
- 6.1.2.1.4. A copy of the 24-hour temporary job site notification to the California Division of Occupational Safety and Health.
- 6.1.2.1.5. Copies of correspondence notifying fire, emergency and police of the project dates, access and pertinent access constraints, and a statement of acknowledgement from the recipients of such correspondence.
- 6.1.2.1.6. Proposed disposal landfill licenses, certifications and insurance.
- 6.1.2.1.7. Submit for approval, a copy of a pro-forma Uniform Hazardous Waste Manifest.
- 6.1.2.1.8. Abatement contractor's form of daily progress report shall be included within the submittal package for approval as to format.
- 6.1.2.1.9. For all information and documents required subsequent to commencement of work, provide under the section tab Other Project Documentation a sample of all logs, forms, registers or

other documents that will be utilized throughout the Project for approval as to format.

6.1.2.2. Safety Plan

6.1.2.2.1. The Safety Plan shall be site specific for this Project.

6.1.2.2.2. Abatement contractor shall identify potential hazards at this job site and describe actions or responses that will effectively mitigate such hazards. Specific items, at a minimum, shall include:

6.1.2.2.2.1. Include potential hazards related to electricity, slipping, lifting, accumulated debris, lowering removed materials, contaminated materials, etc.

6.1.2.2.2.2. Describe frequency and manner of safety meetings and orientation for personnel on the site.

6.1.2.2.2.3. Post in the clean room area of the worker decontamination enclosure a list containing the names, addresses, and telephone numbers of the Subcontractor, the General Contractor, the Asbestos Project Manager, the General Superintendent, the Environmental Consultant or Air Monitoring Technician, the testing laboratory and any other personnel who may be required to assist during abatement activities.

6.1.2.3. Emergency Plan

6.1.2.3.1. Emergency planning and procedures shall be developed by the Abatement contractor that are site specific to this Project.

6.1.2.3.2. Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Prior to entering the work area all persons must read and sign these procedures to acknowledge receipt and understanding of work site layout, location of emergency exits and emergency procedures. A map showing the route to the nearest hospital or emergency medical facility shall be provided.

6.1.2.3.3. Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area, and particularly barriers that may affect response capabilities.

- 6.1.2.3.4. Employees shall be trained in evacuation procedures in the event of workplace emergencies.
- 6.1.2.3.5. For non-life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the workplace to obtain proper medical treatment.
- 6.1.2.3.6. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 6.1.2.3.7. Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.
- 6.1.2.4. Site Security Plan
 - 6.1.2.4.1. Abatement contractor shall prepare and implement a site-specific security plan that addresses at minimum, those elements described below.
 - 6.1.2.4.2. The site shall be secured at all levels of access and security in abatement areas shall be the sole responsibility of the Abatement contractor.
 - 6.1.2.4.3. The Project site is to be restricted only to authorized, trained and appropriately protected personnel. Such persons shall include the Abatement contractor's employees, employees of Sub-subcontractors, Owner employees and representatives, State and Local inspectors and any other designated individuals.
 - 6.1.2.4.4. A list of authorized personnel shall be established prior to job start by Abatement contractor, augmented by names furnished by the Owner and posted in the Abatement contractor's temporary job site office.
 - 6.1.2.4.5. The Abatement contractor shall report entry by unauthorized individuals immediately to the Owner.
 - 6.1.2.4.6. A logbook shall be maintained in the clean-room area of the worker decontamination system. Anyone who enters the controlled work areas must record name, affiliation, time in, and time out for each entry.

- 6.1.2.4.7. Access to controlled work areas shall be through a single worker decontamination system located as approved in the work plan. Except for waste removal routes and emergency exits, all other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area (other than emergency exits).
- 6.1.2.4.7.1. The waste disposal routes shall be sealed except during the removal of waste from the work areas.
- 6.1.2.4.7.2. Emergency exits shall not be locked from the inside but shall be sealed with polyethylene sheeting and tape until needed. Emergency exits shall be clearly designated, and emergency pathways delineated.
- 6.1.2.4.8. Abatement contractor shall be responsible for site security throughout the job, including weekends and off-hours.
- 6.1.2.4.8.1. Abatement contractor shall ensure that negative air machines remain operating within design parameters twenty-four hours a day throughout the work effort.
- 6.1.2.4.8.2. Unscheduled inspections during off-hours or weekends by Owner shall be treated as Unplanned Events if they result in the discovery of the loss of negative pressure or other safety hazards.
- 6.1.2.5. Employee Certifications
 - 6.1.2.5.1. Each employee on site shall maintain proof of identification while on site, including picture identification, and present such identification to the Owner when requested.
 - 6.1.2.5.2. Submit current and legible copies of all appropriate documents certifying that the Abatement contractor's employees, including foremen, supervisors, and any other company personnel or agents have received adequate asbestos and lead training that includes, at a minimum; training at an EPA approved AHERA or lead-related construction training center not affiliated with the Abatement contractor.
 - 6.1.2.5.3. Submit documentation from physician that all employees or agents who may be exposed to airborne asbestos or lead have been approved for and are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required by California DOSH regulations.

6.1.2.5.4. Employee submittals shall be presented with each employee's training certificates, medical report, and a fit test certificate stapled together in the same order. Each employee on site shall present proof of identification including picture identification.

6.1.2.5.5. Each employee shall maintain personal identification at all times while on site, including first and last name. Any employee not providing identification may be immediately barred from the site.

6.2. ADDITIONAL SUBMITTALS

6.2.1. Maintain daily progress reports detailing abatement activities. Include review of progress with respect to established milestones and schedules, problems and action taken, injury reports, and equipment breakdowns.

6.2.1.1. It shall be Abatement contractor's responsibility to provide a copy of each daily report, signed by Abatement contractor's on-site representative, to the Owner not later than 10:00 a.m. the following working day.

6.2.1.2. In the event of non-compliance, Owner may issue a Stop Work Order until such time as the Abatement contractor becomes current.

6.2.1.2.1. Abatement contractor shall not be entitled to time extensions for delay resulting from non-compliance in this element of the Contract.

POST ABATEMENT SUBMITTALS

6.2.2. Submit, prior to final acceptance of the Work in this Section, separately and in addition to the requirements of other sections, copies of all approved, executed, Uniform Hazardous Waste Manifests for materials covered in this section.

6.2.3. Submit, prior to final acceptance of the Work in this section, copies of daily entry logbooks with the record of worker and visitor access.

6.3. Abatement contractor shall provide three (3) copies of the initial submittal package to the Owner for initial review and comments.

6.3.1.1. Owner will return one copy of the initial submittal, either approved, approved with comments, or disapproved with comments, within five working days following receipt of the submittal in Owner's office.

6.3.1.2. Abatement contractor shall incorporate a full and satisfactory response to Owner's comments into the submittal and return it to the Owner within five working days.

- 6.3.1.3. Owner shall review and either approves the submittal or return it for compliance with Owner's initial submittal comments within five working days.
- 6.3.1.4. The process described in paragraphs 6.3 shall be repeated until the submittal is approved.
- 6.3.1.5. Abatement contractor shall not be entitled to additional payment or time extensions resulting from a disapproved submittal.

7. PRE-START MEETING

- 7.1. The Abatement contractor shall attend a mandatory pre-abatement site walk or pre-abatement meeting. The Abatement contractor's representatives, along with the environmental consulting and monitoring personnel who will actually participate in the program shall attend this meeting.
- 7.2. The Subcontractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The specific supervisor or foreman who will manage the job full time shall also be present at this meeting.
- 7.3. Before this meeting the Abatement contractor shall provide all submittals as required and shall have received approval of the submittal package in its entirety. In addition, he shall be prepared to review or provide detailed information concerning:
 - 7.3.1. Preparation of work area.
 - 7.3.2. Personal protective equipment including respiratory protection and protective clothing.
 - 7.3.3. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.
 - 7.3.4. Decontamination procedures for personnel, work area and equipment.
 - 7.3.5. Abatement methods and procedures to be utilized.
 - 7.3.6. Procedures for handling and disposing of waste materials.
 - 7.3.7. Procedures for final decontamination and cleanup.
 - 7.3.8. A sequence of work and performance schedule.
 - 7.3.9. Procedures for dealing with health emergencies.

8. MATERIALS AND EQUIPMENT

8.1. MATERIALS

8.1.1. General

- 8.1.1.1.** Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name.
- 8.1.1.2.** Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
- 8.1.1.3.** Damaged, deteriorating or previously used materials shall not be used and shall be removed from the work site and disposed of properly.
- 8.1.1.4.** Unless otherwise specified, or an alternative clearly described and approved by the Owner, a minimum of two layers of polyethylene sheeting shall be used for walls and floors and shall be a minimum of 6-mil thick. For all other uses sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints.
- 8.1.1.5.** Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).
- 8.1.1.6.** Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color and shall be a minimum of 6-mil thick.
- 8.1.1.7.** Disposal bags shall be of 6-mil polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), applicable Cal-OSHA requirements and requirements of any other regulating agencies.
- 8.1.1.8.** Stick-on labels as per EPA or Cal-OSHA requirements for disposal drums and bags.
- 8.1.1.9.** Warning signs as required by Cal-OSHA.

8.1.2. Removal

8.1.2.1. Surfactant (wetting agent) shall be a 50-50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent; mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56-"Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amount sufficient to prevent freezing is permitted.

8.1.3. Encapsulation

8.1.3.1. Encapsulation materials shall be lockdown type.

8.1.3.1.1. Encapsulation should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.

8.1.3.1.2. Encapsulant shall not be flammable.

8.1.4. Enclosure

8.1.4.1. Enclosure materials shall conform to the following characteristics.

8.1.4.2. The enclosures shall be constructed of materials such that when the enclosure is completed there is limited potential for impact damage to the enclosure and no potential for fiber release.

8.2. EQUIPMENT

8.2.1. All HEPA filtered equipment shall be brought on site clean and open for inspection by the Owner. New HEPA filters shall be provided and installed on site following inspection.

8.2.1.1. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement, and shall be utilized so as to provide one workplace air change every 15 minutes.

8.2.1.1.1. Submit calculations to the Owner documenting a sufficient number of negative pressure machines plus one extra machine

for each three machines as a backup. Apply a factor of 0.8 to each machine's rated capacity.

8.2.1.1.2. Machines shall exhaust to the exterior of the building. Exterior openings shall be fitted with a manifold constructed of plywood with sheet metal collars the same diameter as the machine exhaust tubing. Exhaust tubing shall be adequately fastened to the collars to prevent disruption of the negative air system.

8.2.1.1.3. In each work area under negative pressure, continuous pressure differential recording equipment shall record the atmospheric pressure within the contained area. The record shall be attached to each daily job log.

8.2.1.1.4. In the event negative pressure is lost within any given contained area, all work shall cease until negative pressure is restored.

8.2.1.2. Full body disposable protective clothing, including head, body, and foot coverings shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

8.2.1.3. Additional safety equipment (e.g. hard hats, eye protection, disposable gloves, rubber boots), as necessary, shall be provided to all workers and authorized visitors.

8.2.2. Asbestos Removal

8.2.2.1. A sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.

8.2.2.2. Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

8.2.2.3. Rubber dustpans and rubber squeegees shall be provided for cleanup.

8.2.2.4. Brushes utilized for removing loose asbestos/lead containing material shall have nylon or fiber bristles, not metal.

8.2.2.5. A sufficient supply of HEPA-filtered vacuum systems shall be available during cleanup.

8.2.3. Encapsulation

8.2.3.1. Encapsulant shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500-psi ranges.

Application pressures shall be determined by the encapsulant's viscosity and solids content. Tip size and pressure shall also conform to manufacturer's recommendations.

- 8.2.3.2. The nature of the encapsulant may affect the requirements for respiratory and dermal protection.
- 8.2.3.3. Overspray from encapsulants shall be cleaned from all fixtures and equipment remaining in the work area.
- 8.2.3.4. Encapsulants shall be applied in accordance with all manufacturers' recommendations.

8.3. SUBSTITUTIONS

8.3.1. Approval Required

- 8.3.1.1. The Contract is based on the materials, equipment and methods described in the Contract Documents.
- 8.3.1.2. The Owner will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.
- 8.3.1.3. Do not substitute materials, equipment or methods unless the Owner has specifically approved such substitution for this Work.

8.3.2. "Or equal"

- 8.3.2.1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by the Architect unless the item has been specifically approved for this Work by the Architect.
- 8.3.2.2. The decision of the Owner shall be final.

8.3.3. Availability of specified items

- 8.3.3.1. Verify prior to bidding that all specified items will be available, in sufficient quantities, in time for use or installation during orderly and timely progress of the Work, and in compliance with the Contract scheduling requirements.
- 8.3.3.2. In the event that specified items will not be so available, notify the Owner prior to mobilizing the job.

- 8.3.3.3. Costs of delays because of non-availability of specified items, when the Abatement contractor could have avoided such delays, will be back-charged as necessary and shall not be borne by the Owner.

9. PREPARATION

9.1. TEMPORARY POWER

- 9.1.1. Abatement contractor shall insure a safe installation (including ground faulting) of temporary power sources and equipment, and;
 - 9.1.1.1. Compliance with all applicable electrical code requirements and Cal-OSHA requirements for temporary electrical systems.
 - 9.1.1.2. Compliance with all regulatory requirements for stationary power sources.
 - 9.1.1.3. Compliance with all Fire Department requirements related to combustible fuel storage and usage
 - 9.1.1.4. Reasonably minimizing the effects of generator noise.
- 9.1.2. The temporary electrical service shall be sized to provide 150% of the maximum demand of the Abatement contractor's equipment that will remain in service during the performance of the Project. Abatement contractor shall provide a power distribution schedule and amperage calculation for all electrical devices to be used.
- 9.1.3. Abatement contractor shall ensure that all power cords are free of cuts, nicks or other damage. Power cords shall not be allowed to gather or coil where they may create a trip hazard. Power cords repaired with duct tape will not be permitted inside contained areas.
 - 9.1.3.1. The Abatement contractor shall provide a temporary power system of sufficient capacity to provide for the electrical demand for work to be performed.
- 9.1.4. Abatement contractor shall provide stationary temporary lighting, meeting minimum OSHA standards, sufficient to safely perform the Work and for Owner to clearly observe the Work without having to use a flashlight or hand-held drop lights.
 - 9.1.4.1. The temporary lighting system shall be maintained throughout all areas of the work area for the duration of the Project, and not relocated as the work progresses.

9.2. WORK AREAS

- 9.2.1. Abatement contractor shall post caution signs meeting the specifications of Cal-OSHA General Industry Safety Orders at any location and approaches to the work area entrance or any location where airborne concentrations of asbestos or lead may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.
- 9.2.2. Pre-clean all surfaces as described in the approved submittal Work Plan in the work area using HEPA-filtered vacuums and/or wet cleaning methods. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos-containing materials during the pre-cleaning stage.
- 9.2.3. Seal off all windows, doorways, corridor entrances, drains, electrical devices, ducts, grills, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels, and crawl spaces) with 6-mil polyethylene sheeting and tape.
- 9.2.4. Unless otherwise specified, or a substitution alternative clearly described and approved in Abatement Contractor's Work Plan by the Owner, a minimum of two layers of polyethylene sheeting shall be used for walls and floors and shall be a minimum of 6-mil thick. For all other uses sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints.
- 9.2.4.1. Floor shall be covered with two layers of 6-mil (minimum) sheeting.
- 9.2.4.2. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall/floor joints.
- 9.2.4.3. Floor sheeting shall extend at least 12" up the sidewalls of the work area.
- 9.2.4.4. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material.
- 9.2.5. Unless otherwise specified, cover walls in the work area with polyethylene sheeting.
- 9.2.5.1. Unless otherwise specified, walls shall be covered with a minimum of two layers of 6-mil polyethylene sheeting.

- 9.2.5.2. Tops of partition walls that do not extend to the ceiling above shall be completely sealed to prevent water or contaminated waste from entering the wall cavities.
- 9.2.5.3. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least six feet.
- 9.2.5.4. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
- 9.2.5.5. Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are utilized. Corners shall be tight and neat, able to resist hand pressure.

9.3. DECONTAMINATION SYSTEMS

- 9.3.1. Worker decontamination enclosure system shall be provided at all where workers will enter or exit the work area. One system at a single location for each contained work area is required. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.
- 9.3.2. Worker decontamination enclosure systems constructed at the worksite shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for the Owner's approval. Plans must include floor plans with dimensions, materials, size, thickness, plumbing and electrical utilities. The decon shall be sufficiently large to use as a bag-out station, or a separate three stage bag out station may be constructed.
- 9.3.3. Where friable materials are encountered, the worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from the other and from the work area by airlock.
- 9.3.4. For lead abatement or mitigation work, adequate hand washing facilities must be provided, an eye wash station and change room for maintaining clean clothing and shoes.
- 9.3.5. Access between any two rooms in the decontamination enclosure system shall be through an airlock with at least 3 feet separating each curtained

doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

- 9.3.6.** Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes. (Lockers may be provided for valuables; however, workers may be requested to secure valuables in their cars). Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposable clothing), clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided for in adequate supply at the clean room. A location for posting notices shall also be provided in this area. Whenever possible, a locking door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as specifically designated) or as office space.
- 9.3.7.** If friable work is conducted, a shower room must be provided and shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with tempered water. The shower enclosure shall be constructed to ensure against leakage of any kind. An adequate supply of soap, shampoo, finger brushes and towels shall be supplied by the Abatement contractor and available at all times. Shower water and other contaminated water shall be drained, collected and filtered through a minimum 3-stage system with at least 0.5 - 1.0-micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles). Filtered water shall be contained in a drum in the clean room until the end of the work shift, when it shall be re-pumped through the 3-stage filter to a location approved by Owner.
- 9.3.7.1.** The property is an environmentally sensitive site, particularly with respect to water disposal. No water of any type shall be allowed to drain upon the surface of the site.
- 9.3.8.** The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and /or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated

footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for re-use the following workday.

9.4. WASTE DISPOSAL SYSTEMS

- 9.4.1.** The waste container pass-out airlock shall be constructed at a location away from the worker decontamination enclosure system. The bag-out station shall be located at the point nearest where the waste disposal containers are located.
- 9.4.2.** This airlock system shall consist of an airlock, a container staging area and another airlock with access to outside the work area.
- 9.4.3.** The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and airlock and curtain doorway designs.
- 9.4.4.** This airlock system shall not be used to enter or exit the work site.
- 9.4.5.** The worker decontamination system may be used as a bag-out system with prior written approval from the Owner.
- 9.4.6.** Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to fire officials.

9.5. ISOLATION OF WORK AREAS

- 9.5.1.** The contaminated work area shall be separated from uncontaminated, occupied areas of the building by the construction of airtight barriers.
- 9.5.2.** Walls shall be constructed of wood or metal framing to support barriers in all openings greater than 4' x 8'.
- 9.5.3.** A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to working side of barrier.
- 9.5.4.** Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.

- 9.5.5. Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.
- 9.5.6. Exterior containment may consist of modified system that will allow for less stringent containment where removal work can be performed in a manner that will prevent fiber emissions and ambient air monitoring conducted to ensure no exposure to workers or others outside the designated work area. This may include local HEPA exhaust, wet methods and use of a curtain or shield to prevent migration of dust and fibers.

9.6. MAINTENANCE OF SYSTEMS

- 9.6.1. Following completion of the construction of all polyethylene barriers and decontamination system enclosures, allow overnight settling to ensure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.
- 9.6.2. All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock, and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.
- 9.6.3. Damage and defects in the enclosure system are to be repaired immediately upon discovery at any time.
- 9.6.4. Use smoke tubes to test the effectiveness of the barrier system when directed by the Owner.
- 9.6.5. At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- 9.6.6. If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is higher) work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques may be necessary.
- 9.6.7. Install and initiate operation of negative pressure ventilation equipment as needed to provide a minimum of one air change in the work area every 15 minutes. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. If more than one

unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units.

- 9.7.** Negative pressure ventilation units shall be exhausted to the outside of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to ensure that the ducting does not release fibers into uncontaminated building areas.
- 9.8.** Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- 9.9.** Clearly identify and maintain emergency and fire exits from the work area.
- 9.10.** Clean, remove or enclose in polyethylene electrical boxes, motors, or other items above the suspended ceiling system that may interfere with the abatement process and were not previously removed or cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.
- 9.11.** Commencement of abatement shall not occur until:
- 9.11.1.** Enclosure systems have been constructed and tested. The Owner shall release a monodispersal agent to test the effectiveness of the area.
 - 9.11.2.** Negative pressure ventilation systems are functioning adequately.
 - 9.11.3.** All pre-abatement submissions, notifications, posting and permits have been provided and are satisfactory to the Owner.
 - 9.11.4.** All equipment for abatement, cleanup and disposal are on hand.
 - 9.11.5.** All worker training and certification is completed. AHERA trained workers are required for this Project.
 - 9.11.6.** Abatement contractor receives written permission from the Owner to commence abatement.
- 9.12. ALTERNATIVE PROCEDURES**
- 9.12.1.** Procedures described in this specification are to be utilized at all times.

- 9.12.2. If specified procedures cannot be utilized, a request must be made in writing to the Owner providing details of the problem encountered and recommended alternatives.
- 9.12.3. Alternative procedures shall provide equivalent or greater protection than procedures that they replace.
- 9.12.4. The Owner prior to implementation must approve any alternative procedure in writing.

10. WORKPLACE ENTRY AND EXIT PROCEDURES

10.1. PERSONNEL ENTRY AND EXIT

- 10.1.1. All personnel shall enter the building by using the designated access point.
- 10.1.2. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- 10.1.3. All personnel who enter the work area must sign the entry log, located in the clean room, upon entry and exit.
- 10.1.4. All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- 10.1.5. All personnel shall proceed first to the clean room, remove all street clothes and appropriately don respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirator and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- 10.1.6. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- 10.1.7. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures (small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits). Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.

- 10.1.8. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable clothing into appropriately labeled containers for disposal.
 - 10.1.9. Reusable, contaminated footwear shall be stored in equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste (rubber boots may be decontaminated at the completion of the abatement for reuse).
 - 10.1.10. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, and then shower and shampoo to remove residual asbestos/lead contamination. Various types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower.
 - 10.1.11. After showering and drying off, proceed to the clean room and don clean disposable (and/or launder able) clothing if there will be later reentry into the work area or street clothes if it is the end of the work shift.
 - 10.1.12. These procedures shall be posted in the clean room and equipment room.
- 10.2. WASTE CONTAINER PASS-OUT PROCEDURES**
- 10.2.1. Asbestos or lead contaminated waste that has been containerized shall be transported out of the work area through the waste container pass out airlock (or through the worker decontamination enclosure if a separate airlock has not been constructed).
 - 10.2.2. Waste pass out procedures shall utilize two teams of workers, and "inside" team and an "outside" team.
 - 10.2.3. The inside team wearing appropriate protective clothing and respirators for inside the work area shall pass bags or drums to be transported out of the work area through the waste container pass-out airlock [or through the worker decontamination enclosure if a separate airlock has not been constructed].
 - 10.2.4. The outside team, wearing appropriately assigned respirators, shall enter the airlock from outside the work area, enclose the bags or drums in clean, labeled 6 mil polyethylene bags and remove them from the airlock to the outside. No worker from the outside team shall further enter the work area through this airlock.
 - 10.2.5. The exit from this airlock shall be secured to prevent unauthorized entry.

11. ASBESTOS REMOVAL PROCEDURES

- 11.1. Clean and prepare the work area in accordance with this specification.
- 11.2. Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist; in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but shall none-the-less be used in all cases.
- 11.3. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
- 11.4. Material removed shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. Cleanup of removed material shall be continuous.
- 11.5. Containers (6 mil polyethylene bags or drums) shall be sealed when full (Wet material can be exceedingly heavy. Double bagging of waste material is necessary. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging and transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops).
 - 11.5.1. Bags shall be clear poly to enable a visual inspection to confirm adequate wetness of removed materials.
- 11.6. Large components removed intact may be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
- 11.7. After completion of all stripping work, surfaces from which asbestos containing materials or lead have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residues.
- 11.8. Clean up shall proceed in accordance with Section 12 below.

- 11.9.** After the work area has been rendered free of visible residues, a thin coat of a satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue.

12. CLEANUP PROCEDURES

- 12.1.** Remove and containerize all visible accumulations of asbestos or lead-containing material and asbestos or lead-contaminated waste.
- 12.2.** Wet clean all surfaces in the work area using rags, mops and sponges as appropriate. (Note: Some HEPA vacuums might not be wet-dry vacuums. To pick up excess water and gross wet debris, a wet-dry shop vacuum may be used. This will be contaminated and require cleaning prior to removal from the work area.)
- 12.3.** Remove the cleaned outer layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
- 12.4.** Remove all containerized waste from the work area and waste container pass-out airlock.
- 12.5.** Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- 12.6.** The work area shall be cleaned until it is in compliance with State and Local requirements and any more stringent criteria agreed upon by the Abatement contractor and Owner prior to initiation of abatement activities
- 12.7.** Visual inspections and clearance air monitoring shall be performed as described elsewhere in this specification.
- 12.7.1.** Abatement contractor shall conduct his own thorough and complete visual inspection of the work areas in advance of Owner's visual clearance inspection.
- 12.7.2.** Re-inspections following a failed visual inspection shall be considered as Unplanned Events.
- 12.8.** Following the satisfactory completion of clearance air monitoring remaining barriers may be removed and properly disposed of. A final visual inspection by the Abatement Contractor's Hazardous Materials Consultant shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring

13. DISPOSAL PROCEDURES

13.1. Disposal must occur at the authorized landfill in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations, including the California State Department of Health Services and Dept. of Toxic Substances Control (DTSC).

13.2. Clear and legible copies of all dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be continuously maintained in a designated job-site file, in chronological order, until the end of the job, when they shall be included in the Closeout Book.

13.3. TRANSPORTATION TO LANDFILL

13.3.1. Once bags have been removed from the work area, they shall be loaded into an enclosed truck for transportation.

13.3.2. When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries.

13.3.3. The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.

13.3.4. Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half-face piece, air-purifying, dual cartridge/respirators equipped with high efficiency filters.

13.3.5. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned-up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

13.3.6. Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall they be used for non-asbestos waste. Bags shall be placed, not thrown, into these containers to avoid splitting.

13.4. DISPOSAL AT LANDFILL

13.4.1. Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.

- 13.4.2. Bags shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty bags as necessary.
- 13.4.3. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
- 13.4.4. Personnel off loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half-face, air-purifying, dual cartridge respirators equipped with high efficiency filters.
- 13.4.5. Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded, along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.
- 13.4.6. If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Abatement contractor shall supply protective clothing and respiratory protection for the duration of this operation.

14.0 MITIGATION METHODS – LBP & LEAD CONTAINING COMPONENTS

- A. The following abatement or interim control methods may be utilized to achieve the project goals for lead abatement or mitigation tasks. The “task appropriate” method(s) shall be selected that provides the safest and most efficient combination of techniques. For most projects, component removal
 - 1. **Component Removal** - The specified component(s) will be removed. Removal shall be performed in a manner that minimizes damage to adjacent surfaces. Remove any loose and flaking lead-based paint or glazing from the components and dispose per statutory regulations. Ceramic wall tiles and porcelain fixtures should be removed in a manner that minimizes damage, with proper containment and clean-up procedures following removal.
 - 2. **Paint Film Stabilization** – Painted surfaces with lead-based paint will be brought to an intact condition by scraping or wet sanding all loose and flaking materials using proper controls and containment to minimize lead dust and paint chip generation. All surfaces must be “paint-ready” and feather sanded to allow for application of primer and finish coats in accordance with project specifications. This means paint cannot be removed using thumbnail pressure. All paint chips, dust and debris must be cleaned up using methods noted in Item 3 below.

3. **Lead Dust, Debris, and Paint Chip Cleanup** – HEPA-vacuum all horizontal and vertical surfaces within the area of lead disturbance. T.S.P. (or equivalent lead cleaner) wash or mop all horizontal and vertical surfaces. Washing or mopping to be done using (1) pre-rinse bucket, (1) rinse bucket, and (1) bucket of lead cleaning solution. Mops, sponges, and rags shall be pre-rinsed then rinsed prior to each successive application of cleaner to the component being cleaned. Upon completion of all washing and mopping, all horizontal and vertical surfaces shall be HEPA vacuumed again.

14.1 Lead Safe Work Practices: Lead abatement and mitigation work will be performed in accordance with Title 17 and Title 8 of the California Code of Regulations, and with Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, better known as Title X or HUD. The Federal HUD Guidelines are the industry standard used for interim controls or abatement of lead hazards. This specification complies with Chapter 11: Interim Controls, Section II - Paint Film Stabilization.

- All work where lead or lead-based paint will be disturbed shall be performed by lead-trained workers using appropriate controls to prevent lead dust and paint chip contamination of the site. Once the surfaces have been stabilized, normal contracting personnel may perform tasks as long as there is no generation of lead dust through “trigger tasks” such as grinding, sanding, cutting or similar actions where lead dust may be generated.
- Exterior paint film stabilization will include the removal of loose, chipped, cracking, flaking, blistering, or chalking paint from the painted surfaces where LBP has been identified. Hand-scraping or sanding using wet methods, vacuum powered tools or chemical stripping are the only acceptable methods for removal of loose and flaking materials to bring the surfaces to an intact condition.
- All loose and peeling paint that can be lifted with thumbnail pressure shall be removed. Surfaces shall be misted with water and kept wet during scraping and sanding operations. Any nails, screws, or other protrusions shall be removed if possible. All voids will be filled, and sharp edges will be sanded.
- Containment shall be in place prior to the start of any scraping activities or the removal of any lead-painted building components, ceramic tiles or porcelain fixtures. One layer of 6-mil polyethylene sheeting (drop sheet) shall be placed on the ground surfaces below the work area, including existing landscaping and shrubbery if working outside. The drop sheet shall extend a minimum distance of at least 10 feet in all directions from the working surfaces. Anchor any scaffolding or ladders to the ground below the plastic by cutting the plastic, using boards or other methods to avoid slippage. Weight plastic sheeting down and secure to the building or nearby walls with tape or other anchoring system. The edges of the plastic should be raised to prevent run-off and contain surface water. Extreme care shall be taken to ensure that paint chips, dust and water are not allowed to migrate beyond the plastic containment. Increase the size of

the plastic sheeting to allow for larger containment area depending upon the height of the working surface and the potential for paint chips, dust and debris to fall outside the containment area.

- For exterior surfaces, all nearby area drains, storm drains or other waterways in close proximity should be bermed or covered to prevent contaminated water, dust or other runoff from entering the storm drain system.
- Ensure that all critical openings (doors, windows, vent openings, etc.) within close proximity (~20') of the designated work area are sealed to prevent migration of dust and debris and to prevent accidental exposure to unprotected areas near the work surfaces. All plastic sheeting should be a minimum 6-mil thickness.
- Remove all moveable items to at least 20' distance from the working surfaces. Items that cannot be moved should be protected in place by covering with plastic.
- Erect temporary exclusion zones in the designated work areas by using caution tape, fencing or similar barriers at a distance of at least 20' from the perimeter of the building. Require local pedestrian and vehicle traffic to use alternate routes of ingress and egress if sidewalks, parking areas or other traffic patterns are within the 20' buffer.
- Post warning signs at the entrance to each work area and, if working outdoors, at a 20' perimeter, unless distance to nearest building or sidewalk is less than 20'.
- Pre-clean surfaces in the proposed work areas by HEPA vacuuming, wet sweeping, mopping or raking up all visible paint chips and suspected lead-paint debris. This should be performed prior to placement of plastic sheeting. If landscaped areas are located in the immediate work area, we recommend collecting soil samples to determine the background levels of total lead prior to beginning mitigation work. These samples may be used later if post-mitigation sampling shows elevated lead levels in surface soils.
- All workers shall wear appropriate personal protective equipment, including full-body disposable coveralls, half-mask or full-face air purifying respirators with HEPA filtration cartridges, gloves and similar controls per the Contractor's Health & Safety Program for lead abatement work.
- A worker decontamination area shall be placed within a designated location at the work site. The decontamination area shall accommodate preparation of all personnel entering and exiting the work site. At no time will changing into or out of protective clothing be permitted outside of the decontamination area. All personal protective equipment (respirators, suits, gloves, etc.) shall be decontaminated or disposed of prior to leaving the site. Washing facilities must be provided within the designated decontamination area to allow workers to wash their face and hands each time they leave the work area.

- Exterior work shall not be conducted in conditions where external wind speed exceeds 20 mph.
- Contractor shall not remove paint by burning, torching, power sanding or dry scraping without HEPA attachments, or any uncontained abrasive blasting. Chemical strippers containing methylene chloride shall not be used. The use of rotary tools, power tools and other mechanical removal methods that would generate lead dust is prohibited unless they can be operated using vacuum attachments equipped with HEPA filtration equipment and using full containment with negative air conditions.
- Hydroblasting, pressure-washing or other abrasive blasting is prohibited unless full containment can be achieved using appropriate controls to capture all effluent and dust emissions. All wastewater must be contained and filtered to remove lead paint chips or disposed at a permitted off-site facility.
- Any alternative method must be pre-approved by the Environmental Consultant prior to implementation.
- All surfaces shall be scraped to remove loose and flaking materials, using wet methods. Following all scraping of paint to an intact condition, the surfaces shall be wet wiped with a surfactant/water mixture to remove surface dust and debris. The surfaces shall be thoroughly dried prior to application of primer or encapsulating materials.
- Contractor shall use wet methods, HEPA filtration equipment or similar controls to prevent dust and fiber emissions from impacting the structure. Contractor shall take appropriate measures to prevent lead dust which is generated from escaping the immediate work area, including the installation of critical barriers on the interior of the building as necessary to prevent migration of lead dust.
- All visible debris shall be cleaned up at the end of each workday. Prior to removal, all protective polyethylene sheeting will be HEPA vacuumed and wet wiped and disposed of in accordance with this work plan.
- Containerized lead waste from paint scraping activities, ceramic tile removal or similar waste generating activities shall be segregated and disposed of in accordance with the waste disposal section below.
- All surfaces within the work area shall be inspected to ensure the site is free of paint chips and related debris upon conclusion of all field work to remove or mitigate lead paint, removal of lead components, removal of ceramic tiles, or similar activities. Confirmation dust wipe samples are recommended to ensure that the site has not been contaminated by the lead mitigation work.
- Upon conclusion of the lead mitigation in a work area, FCG Environmental shall conduct a clearance examination and provide appropriate documentation of

compliance with lead regulations. Wipe samples may be collected from exterior surfaces as necessary to document proper clearance. Clearance levels per EPA and California are as follows:

<u>Location</u>	<u>State & EPA Clearance Levels</u>
Interior Floors	10 µg/ft ²
Interior Windowsills	100 µg/ft ²
Exterior Surfaces	400 µg/ft ²

- The prepared surfaces shall be coated with a suitable primer or encapsulating compound as soon as practical following lead mitigation tasks. The priming or encapsulation may be conducted by licensed painting contractors or others and is not required as part of the mitigation contractor's scope. All primers, encapsulating materials or other coatings must be compatible with the underlying substrate and the specified finish coating per paint specification.
- Once the painted components such as doors, windows, frames, etc., have been stabilized, they may be removed by normal contracting personnel as long as no lead dust will be generated during the removal process. If sanding, grinding, cutting or similar activities will be required that will disturb lead-based paint, then lead trained workers must perform these tasks using appropriate control measures.
- If components with lead-based paint will be stripped using a chemical dip tank or similar methods, the resulting waste is considered hazardous and must be disposed of according to Title 22 of the California Code of Regulations and EPA (40 CFR) regulations. Permits may be required for on-site treatment. Further investigation into use of a dip-tank or chemical stripping may be required to determine all handling, permitting and disposal requirements. If components are sent to an off-site location, the outside vendor must be notified that lead-based paint is present in the various components and will require proper handling and disposal.

14.2 Lead Waste Disposal

- The Contractor is responsible for any required testing and for the ultimate disposal of all waste generated from the work of this section. This waste may include, but is not limited to, lead-painted building components, lead paint chips, asbestos window putty, solvents and caustics used in any stripping process, HEPA filters, wash water, disposable work clothes and respirator filters.
- The Contractor shall assume that all lead paint chips, sludge from lead removal stripping, or similar lead-containing waste is hazardous waste unless laboratory analytical data proves otherwise. Contractor shall submit laboratory analysis characterizing all lead containing waste for disposal.
- Waste samples will be analyzed for Total Lead. Concentrations above 1,000 mg/kg meet California Hazardous Waste criteria and will require disposal at a permitted Class

I Landfill or treatment facility. Concentrations of Total Lead greater than 50 mg/kg shall be analyzed by Waste Extraction Test (WET) method to determine soluble lead levels by STLC. Concentrations above 5 milligrams per liter (mg/L) meet California Hazardous Waste criteria and must be disposed as hazardous waste. If necessary, analysis by TCLP method will be required to determine if the concentration is below 5 mg/L for determination of RCRA waste criteria. Lead containing waste streams not meeting hazardous waste criteria per federal or state requirements may be disposed at a permitted facility with proper approvals. FCG can assist as necessary in the proper characterization of waste streams.

- Contractor shall store all waste in appropriate, compatible containers/drums for disposal as hazardous waste and shall be labeled and stored in accordance with all applicable regulations. Containerized lead waste from exterior scraping activities (paint chips, soils, etc.), chemical stripping of lead painted building components shall be segregated and disposed of in accordance with current regulations per Title 22 of the California Code of Regulations.
- Copies of all waste disposal documentation shall be delivered to the owner or Environmental Consultant upon receipt. The Contractor shall notify and obtain approval at permitted disposal or treatment facilities, with a copy to the Owner, for disposal of all lead or asbestos waste streams.
- The Contractor is responsible for completing all disposal documents, which may include, but are not limited to, waste profiles, hazardous waste manifests and land ban restriction forms. The property owner shall be designated as the Generator on all manifesting documents. All hazardous waste manifests shall be signed by a designated owner's representative who will also provide the appropriate EPA # and Generator Status. All disposal documents shall be delivered to the owner's representative for signature prior to waste transportation.

15.0 REESTABLISHMENT OF WORK AREAS AND SYSTEMS

- 15.1** Reestablishment of the work area shall only occur following the completion of clean-up procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Contractor's Hazardous Materials Consultant.
- 15.2** Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc. as required.
- 15.3** The Abatement contractor, Contractor's Hazardous Materials Consultant and Owner shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements in accordance previously cited sections.
- 15.4** Additional air monitoring shall be performed in accordance with this section if additional clean up is necessary.

- 15.5 Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.

16.0 OWNER'S MONITORING

- 16.1 Owner reserves the right to perform visual inspections, area air monitoring and independent air clearance monitoring at any time, and such monitoring shall not relieve Abatement contractor of his obligations for monitoring.
- 16.2 Owner may issue a STOP WORK Order whenever Abatement contractor's work or protective measures are not in accord with statutory or contractual restrictions or recommendations promulgated by regulating authorities. That order shall not be cause for an increase in the Contract Price or Time.
- 16.3 The Owner will employ the services of a qualified environmental consulting firm under the supervision of a State-Certified Asbestos Consultant ("Consultant") to monitor the abatement work and conduct project air monitoring and to provide clearance inspections. The following authorities will be delegated to the Consultant:
- 16.3.1 Observe asbestos or lead-related work, interpret procedures and enforce all provisions of this specification pertaining to the removal of ACM or LBP and demolition of asbestos or lead contaminated systems.
 - 16.3.2 Stop work if, in the opinion of the Consultant or his designated Site Surveillance Technician, there is any non-conformance of or substantial variations with these specifications, which has not been approved in writing. Work shall immediately cease and not resume until corrective measures have been carried out. Any circumstance in which work is stopped shall not have any negative force or effect on the agreed upon work schedule or overall abatement cost, regardless of the circumstance.
 - 16.3.3 Schedule and hold job meetings and act as Owner's liaison in all matters involving asbestos-related work
 - 16.3.4 Nothing in these specifications shall be inferred to transfer the Abatement contractor's responsibility for a thorough and safe job to the Consultant or Owner.

16.4 AREA AIR MONITORING AND QUALITY CONTROL

- 16.4.1 Client reserves the right for Consultant to conduct Area air monitoring throughout the entire project. Consultant shall act as the on-site air quality control agent and inspect the activities and work practices of the Abatement contractor.
- 16.4.2 Consultant will measure the airborne asbestos fiber levels in the general work areas during the asbestos removal project. Air samples may also be monitored for lead dust during lead abatement work. The final written report will verify if the airborne asbestos fiber levels or airborne lead levels were at or below the prescribed clearance level upon completion of the removal project. The sampling schedule will be as follows:
1. Pre-Removal: At least one Phase Contrast Microscopy (PCM) sample will be collected per removal area to establish background levels expressed in

fibers per cubic centimeter (f/cc). PCM samples will be analyzed in accordance with NIOSH Method No. 7400.

2. During Removal:
 - a. For removals other than the Glove Bag Technique, the following samples may be collected for PCM analysis at the site:

Table of Asbestos Air Monitoring Parameters

Areas to be Sampled	Recommended Samples per containment	Minimum Sample Volume (liters)	Recommended Allowable Limit (f/cc)
HEPA Exhaust	1	600	0.01
Adjacent to work area	2-4	600	0.01
Decon Unit or Clean Room	1	600	0.01

3. Asbestos Clearance - Inside Containment Areas: Sampling shall not begin until at least 24 hours after final cleaning and encapsulation or until encapsulant has completely dried, and shall conform to the following minimum requirements:
 - a. Phase contrast microscopy (PCM) will be used for area monitoring of all asbestos work areas.
 - b. Final clearance air sampling in each work area will be conducted by Transmission Electron Microscopy (TEM) methods, as long as the volume of material removed or disturbed exceeds 165 square feet.
 - b. A minimum sample volume of 1,200 liters will be obtained for all clearance samples, with a minimum of 5 samples from each work area in accordance with AHERA regulations.
 - c. The final clearance level shall be less than 0.01 fibers per cubic centimeter of air (<0.01 f/cc) by the PCM method, or 70 structures/cc for TEM method.
 - d. NOTE: For demolition projects, final clearance of individual work areas may be conducted using area monitoring results as the areas will not be reoccupied and the building demolished.
4. Lead Monitoring and Clearance Sampling: The Owner or Owner's representative will collect clearance samples after all lead-related construction activities have been completed. Clearance samples shall be taken according to HUD LBP Guidelines and analyzed by a qualified laboratory. The cost of initial clearance sampling will be the responsibility of the property owner.
5. Clearance levels for dust wipe samples taken following lead abatement is as follows:

Location	Clearance Levels
Interior Floors	10 µg/ft ²
Interior Horizontal Surfaces	100 µg/ft ²
Exterior Surfaces	400 µg/ft ²

6. Depending on the nature of the abatement and the types of methods employed, other clearance criteria may be established before the work begins.
7. If the test results are higher than permissible, the Abatement Subcontractor will be directed to clean until acceptable levels are met. The cost of any subsequent clearance inspections (including re-sampling costs) will be charged back to the abatement contractor through the Owner.
8. Other Sampling: Modifications to recommended sampling or additional air monitoring may be conducted at the Owner or Consultant's discretion. In order to verify the quality and cleanliness of the Abatement contractor's work, Consultant may elect to collect and analyze any air samples by PCM, TEM or total lead methods as appropriate.

16.5 Inside Work Area Airborne Asbestos Fiber Concentration: The Abatement Contractor shall comply with the following established control limits inside work area for all removal work conducted over the course of this project.

1. Maintain an average airborne concentration in the work area of less than 0.5 fibers per cubic centimeter of air. If the fiber concentration rises above this figure for any sample collected, revise work procedures to lower fiber concentration.
2. If airborne fiber concentration exceeds 2.0 fibers per cubic centimeter of air for any period of time, immediately cease removal work and revise work procedures. Do not recommence removal work until revised work procedures have been reviewed and approved by Consultant.

16.6 Outside Work Area Airborne Asbestos Fiber Concentration: The Abatement Contractor shall comply with the following established outside removal area control limits for all removal work conducted over the course of this project.

1. If any air sample taken inside the Clean Room or outside and immediately adjacent to the work area exceeds 0.01 fibers per cubic centimeter of air, immediately stop all removal activities, locate source of contamination, and correct any faults in the work area isolation or ventilation systems. Do not recommence removal work until corrective measures have been reviewed and approved by Consultant.

16.7 Quality Control: Consultant shall act as the Owner's Representative to ensure that high quality performance is maintained by the Abatement contractor.

1. Before any new activity is initiated in any work area, Consultant shall be notified. Failure to do so will result in a written "Stop Work Order" and the Owner shall be notified.
2. If a deviation from the work plan will be necessary, the Owner and Consultant shall be notified at least 24 hours ahead of the commencement of the particular task, and no deviation shall be made without written approval.
3. Consultant will promptly report any observed deviation from the specifications to the Abatement contractor. If such deviation is not promptly corrected by the Abatement contractor, Consultant will issue a written "Stop Work Order" and notify the Owner.

16.8 PERSONAL AIR MONITORING

A. Worker Exposure Monitoring

1. Abatement contractor shall perform air monitoring as required to meet DOSH requirements for maintenance of Time Weighted Average (TWA) fiber counts for types of respiratory protection provided. Owner will not be performing air monitoring to meet Abatement contractor's DOSH requirements.
2. Abatement contractor shall comply with worker exposure monitoring requirements as described in Title 8 CCR 1529. Commencing with the first shift that respirators are worn, Abatement contractor shall collect daily, representative, full-shift, breathing zone air samples and daily 30-minute excursion samples during activities with the highest anticipated exposures.
3. Abatement contractor shall provide copies of all worker exposure and any other air monitoring results to Consultant within 48 hours of completion of the work shift for which the monitoring was performed. Abatement contractor shall provide copies of personal air monitoring results to the Owner daily

17.0 SUPPORT ACTIVITIES AND PERSONNEL

17.1 TRAINING

- 17.1.1 Training shall be provided by the Abatement contractor to all employees or agents who may be required to disturb asbestos or lead-containing or asbestos or lead-contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution, or inspection of abatement projects.

- 17.1.2 Training shall be provided by an agency approved to provide training under the AHERA and OSHA standards. The training shall provide at a minimum certification under the AHERA or asbestos-related work and by CA Dept. of Public Health for lead-related work.
- 17.1.3 Training shall provide, at a minimum, information on the following topics:
- 17.1.3.1 The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose-response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards. The health hazards of lead exposure.
- 17.1.3.2 The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.
- 17.1.3.3 Employee personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face-piece-to-face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non-skid shoes, gloves, eye protection, and hard hats.
- 17.1.3.4 Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring, and employee access to records.
- 17.1.3.5 Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes.
- 17.1.3.6 Work practices for asbestos and lead abatement including purpose, proper construction and maintenance of air-tight plastic barriers, job set-up of airlock, worker decontamination systems and waste transfer airlock, posting of warning signs, engineering controls, electrical and ventilation system lockout, proper working techniques, waste clean-up, and storage and disposal procedures.

- 17.1.3.7 Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking, and chewing in the work area.
- 17.1.3.8 Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulant, and materials from Abatement contractor's operation) fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.
- 17.1.3.9 Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.
- 17.1.3.10 Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by the Owner.
- 17.1.3.11 Training shall be provided by Individuals approved by the EPA under AHERA and Title 17 of the CCR.
- 17.1.3.12 Training is to have occurred within 12 months prior to the initiation of abatement activities.
- 17.1.3.13 Abatement contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

17.2 MEDICAL MONITORING

- 17.2.1 The Abatement contractor must provide medical Monitoring to any employee or agent that may be exposed to asbestos in excess of background levels during any stage of the abatement project. The purposes of a medical monitoring program, in addition to meeting the requirements of the law, are to document the state of health of workers for worker's compensation and to determine work relatedness of disease as well as to ensure fitness for duty, particularly ability to wear a respirator. Smokers should be made aware of the synergistic effects of cigarette smoking and asbestos exposure. The medical monitoring program provides the appropriate setting to share this information. Employers should also be aware of the potential cost of this additional risk. Medical monitoring shall include at a minimum the requirements of OSHA 29 CFR 1910.1001 (j).

- 17.2.2 A work/medical history to elicit symptoms of respiratory disease.
- 17.2.3 A chest x-ray (posterior-anterior, 14 x 13 inches) taken by a certified radiology technician and read by a certified B-reader.
- 17.2.4 A pulmonary function test, including forced vital capacity (FVC) and forced expiratory volume at one second (FEV1), and FEV1/FVC ratio (administered by a NIOSH or A.T.S Certified Pulmonary Technician and interpreted and compared to standardized normal readings by a Board Certified Pulmonary Specialist).
- 17.2.5 Employees shall be given the opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employees shall be required to wear and the work they will be required to perform, as well as special workplace conditions such as high temperatures, high humidity, and chemical contaminants to which they may be exposed. Evaluation of groups of workers should take into consideration epidemiological principles as suggested by the American Thoracic Society in their statement on the work relatedness of disease adopted in 1982).

17.3 PERSONNEL PROTECTION REQUIREMENTS

17.3.1 Respiratory Protection

- 17.3.1.1 All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items as required by Cal-OSHA. This program shall be posted in the clean room of the worker decontamination enclosure system.
- 17.3.1.2 Workers shall be provided with personally issued, individually identified (marked with waterproof -designations) respirators.

17.3.2 Fit testing

- 17.3.2.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits.
- 17.3.2.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal-OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
- 17.3.2.3 Documentation of adequate respirator fit must be provided to the Owner.

17.3.2.4 No employee wearing a beard or facial hair that is located in the fit zone of the respirator shall be permitted to don a respirator and enter the work area.

17.3.2.5 Additional respirators (minimum of 2 of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area.

17.4 PROTECTIVE CLOTHING

17.4.1.1 Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

17.4.1.2 Workers shall wear gloves, hard hats and safety glasses as needed per on-site safety programs.

END OF SECTION

Attachments: Hazardous Materials Survey from FCG Environmental, dated May 13, 2022.

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises, and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Execution" for cutting and patching procedures.
 - 4. Division 01 Section "Construction Waste Management and Disposal" for disposal of demolished materials.
 - 5. Division 02 Section "Hazardous Materials Mitigation Specification Asbestos & Lead Abatement".

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, inventory them and prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Qualification Data: For demolition firm.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.

4. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
5. Coordination of Owner's continuing occupancy of portions of adjacent building.
6. Means of protection for items to remain and items in path of waste removal from building.

- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program. Requirements for Building Reuse:
 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 1. Comply with requirements specified in Division 01 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before selective demolition, Owner will remove the following items:
 - a. Furniture; Computers; Miscellaneous non-building items.
- C. Notify Owner and Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:

1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - E. Storage or sale of removed items or materials on-site is not permitted.
 - F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- 1.7 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs and videotapes.
 1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.
- C. Abandoned facilities shall not remain in place within building and pavement areas. Building area is defined as that area within, and extending a minimum of 5 feet outside of, the perimeter of the building and the perimeter of steps, landings, patios, walkways and the like which are contiguous with the building. Pavement area is defined as that area within, and extending a minimum of 3 feet outside of, the limits of asphalt or concrete pavement and the limits of curb, gutter, and sidewalk contiguous with the pavement.

3.3 DISPOSAL

- A. Remove from the work area, transport to a suitable location, and legally dispose of all unsuitable soil materials, rubbish, and debris resulting from clearing, demolition, and grading operations.
- B. Burning is not permitted.

3.4 DUST CONTROL

- A. Employ all labor, equipment and methods required to prevent construction operations from producing dust in amounts damaging to persons, property, vegetation and animals or causing a nuisance to persons occupying buildings in the vicinity of the job site. Continue dust abatement measures until relief is granted by the Owner's Representative.

Contractor shall be responsible for any damage caused by dust resulting from his operations.

3.5 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.6 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Owner's Environmental Goal for Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
1. Inventory and clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- 3.7 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- E. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them per Section 017419.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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SECTION 061000 – MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Wood blocking and nailers.

- B. Related Sections include the following:

- 1. Division 01 Section "Interior Air Quality (IAQ) Management"
 - 2. Division 06 Section "Architectural Cabinets"
 - 3. Division 08 Section "Hollow Metal Doors and Frames"
 - 4. Division 10 Section "Wall and Door Protection"
 - 5. Division 10 Section "Toilet Accessories"
 - 6. Division 10 Section "Solid Phenolic Lockers"
 - 7. Division 11 Section "Foodservice Equipment"
 - 8. Division 12 Section "Composite Countertops"

1.3 SUBMITTALS

- A. General: Submit each item according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data: Submit copies of the framing anchor manufacturer's current ICBO Evaluation Report.
- C. Wood Treatment Data: Submit chemical treatment manufacturer's instructions for handling, storing, installing and finishing of treated materials.
 - 1. Preservative Treatments: For each type specified, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.
 - 2. For water borne treatment include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.

1.4 REFERENCES

- A. The editions of the specifications and standards referenced herein, published by the following

organizations, apply to the work only to the extent specified by the reference. Refer to Section 01091 for information concerning availability and use of references.

American Wood Preservers Bureau (AWPB)
American Plywood Association (APA)
U.S. Department of Commerce (USDC)
U.S. Department of Commerce Product Standard (PS)
West Coast Lumber Inspection Bureau (WCLIB)
Western Wood Products Association (WWPA)
Redwood Inspection Service (RIS)

1.5 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies.

1. Rough carpentry shall conform to the 2010 California Building Code, Chapter 23A.
2. Framing anchors shall be furnished and installed in accordance with the manufacturer's current ICBO Evaluation Report.

B. Grade Marks:

1. Identify lumber by the official grade mark of WCLIB, WWPA or RIS.
2. Identify plywood by the official grade mark of APA.
3. Identify pressure preservative treated lumber and plywood with the official grade mark of AWPB.
4. All lumber and plywood shall bear official grade mark.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the site in an undamaged condition.

- ### B. Storage lumber and plywood at the site under cover or otherwise protected against exposure to weather, raise above the ground and out of the contact with other damp or wet surfaces. Stack lumber and plywood and provide for air circulation within and around the stacks and under temporary coverings. For pressure treated lumber and plywood, provide spacers between courses to permit air circulation.

1.7 PROJECT CONDITIONS

- ### A. Cooperate with other trades in coordinating their work with the work of this section. Provide wood grounds, blocking and nailers where indicated or as required for integration of work of other trades into the structure.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS MATERIALS

- A. General: Provide miscellaneous lumber indicated and for the support or attachment of other construction.
- B. Rough Hardware:
1. Furnish items of rough hardware, connections, bolts, required to complete the work. Where carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide nails, bolts, nuts, washers and other fasteners with a hot-dipped zinc coating in accordance with ASTM A 153-82.
 2. Nails: Common wire. Use ring or spiral shank nails where indicated.
 3. Bolts: Standard mild steel, square or hexagonal head machine bolts with matching nuts and cut washers, or carriage bolts with square or hexagonal nuts and cuts washers as indicted. Where exposed to view, use only hexagonal head fasteners and matching nuts, and limit projection of bolt beyond face of nut to 1/2 inch.
 4. Lag Bolts and Screws: Sizes indicated.
 5. Toggle Bolts: Sizes indicated.
- C. Powder Driven Fasteners: Provide fastener system complete with all necessary washers, nuts and other appurtenances. Acceptable products, or equal:
- Hilti Fastening Systems, Inc.
Powder Power Tool Corp.; Drive-It
Ramset Fastening Systems
- D. Framing Connectors: Provide galvanized steel joist hangers and other framing accessories having the minimum design and load capacities indicated. Load capacities shall be those shown in the manufacturer's current ICBO Evaluation Report. Acceptable manufacturers, or equal:
- Simpson Strong-Tie Company Inc.
K.C. Metal Products; Superspeed Connectors
Silver Metal Products, Inc.
Union Steel Connectors

2.2 MISCELLANEOUS ITEMS

- A. Rough carpentry work and miscellaneous items and their related components are not necessarily individually described. The most important features and those requiring detail description are mentioned. Furnish rough carpentry work and miscellaneous items not mentioned or described and install in accordance with the intent of the drawings and

specifications and as required to complete the work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before commencing work, check concrete foundations, walls, curbs and other construction supporting rough carpentry work to ensure that they are set to the lines and levels indicated within the specified tolerances. Do not proceed until discrepancies have been corrected or adjusted.

3.2 INSTALLATION

- A. Install wood framing making proper provisions for work of other trades. Provide wood framing required to accommodate plumbing, heating and ventilating, electrical, and other trades. Fit neatly around exposed items, such as outlet boxes, conduit, pipes, and ducts.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.91, "Fastening Schedule," in ICC's International Building code.
 - 2. ICC-ES evaluation report for fastener.

END OF SECTION 061000

SECTION 064113 – ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Plastic-laminate-faced architectural cabinets.
 - 2. Cabinet hardware and accessories, including counter support brackets.
 - 3. Wood furring, blocking, shims, and hanging strips for installing architectural cabinets that are not concealed within other construction.
- B. Related Requirements:
 - 1. Division 06 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.
 - 2. Division 12 "Composite Countertops."

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For architectural cabinets.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for items installed in architectural cabinets.
 - 4. Apply WI Certified Compliance Program label to Shop Drawings.
- C. Samples: For each exposed product and for each color and finish specified, in manufacturer's or fabricator's standard size.
- D. Two sets of Samples for Verification: For the following:

1. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.
2. Plastic Laminates: 3 by 5 inches, for each type, color, pattern, and surface finish required.
3. Edge Banding: 6" long for each color required.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Fabricator.
- B. Product Certificates: For each type of product.
- C. Quality Standard Compliance Certificates: WI Certified Compliance Program.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 1. Shop Certification: WI's Certified Compliance Program licensee.
- B. Installer Qualifications: Fabricator of products and WI's Certified Compliance Program licensee.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC- LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from WI certification program indicating that woodwork complies with requirements of grades specified.
- B. Grade: Premium.
- C. Certified Wood: Wood products shall be certified as "FSC Pure" or "FSC Mixed Credit" according to FSC STD-01-001 and FSC STD-40-004.
- D. Type of Construction: Frameless.
- E. Door-Front Style: Flush overlay.
- F. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings.
- G. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
 - 4. Edges: Grade HGS.
 - 5. Pattern Direction: Vertically for doors and fixed panels.
- H. Materials for Semiexposed Surfaces:
 - 1. High-pressure decorative laminate, NEMA LD 3, Grade VGS or CLS.
 - a. Edges of Plastic-Laminate Shelves: PVC tape, 0.018-inch minimum thickness, matching laminate in color, pattern, and finish.
 - b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
 - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS or CLS.
- I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As selected by Architect from laminate manufacturer's full range.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches wide.
 - 2. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Recycled Content of MDF and Particleboard: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20 percent.
- C. Composite Wood Products: Products shall be made without urea formaldehyde.
 - 1. MDF: ANSI A208.2, Grade 130.
 - 2. Softwood Plywood: DOC PS 1.
 - 3. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

2.3 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 "Door Hardware."
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Accuride International.
 - b. Blum, Julius & Co., Inc.
 - c. CompX International, Inc.
 - d. Knappe & Vogt Manufacturing Company.
- B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 170 degrees of opening, self-closing.
- C. Back-Mounted Pulls: BHMA A156.9, B02011.
- D. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter steel.
- E. Catches: Magnetic catches, BHMA A156.9, B03141.
- F. Adjustable Shelf Standards and Support: BHMA A156.9, B04071; with shelf rests, B04081, side-mounted system using multiple holes for pin supports and coordinated shelf rests, polished chrome finish, for nominal 1 inch spacing adjustments.
 - 1. Product: KV #255 by Knappe & Vogt Mfg. Co., or equal.
 - a. 23 gauge high strength steel.
 - b. 39/64 inch wide x 11/64 inch deep.
 - c. BMHA Grade 1 approved.
 - d. Shelf Supports: KV #256.

G. Shelf Support Pins:

1. Product: KV #330 by Knape & Vogt Mfg. Co., or equal.
 - a. Stainless steel.
 - b. Pin diameter for 5mm hole (approx.. 13/64 inch).

H. Drawer Slides: BHMA A156.9.

1. Grade 1HD-200: Side mounted; full-extension type; zinc-planted-steel ball-bearing slides.
 - a. Product: Accuride Model 3640, or equal.

I. Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with dull chrome finish to key with door hardware. All doors and drawers to be lockable.

J. Door Silencers: BHMA A156.16, L03011.

K. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin stainless steel: BHMA 630.

L. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

D. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated. Ease edges and corners to 1/16-inch radius unless otherwise indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with cabinet surface.
1. For shop-finished items, use filler matching finish of items being installed.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 2. Install cabinets without distortion so doors fit openings and are accurately aligned. Adjust hardware to center doors in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with as indicated on Drawings.
- E. Shop Finishes: Touch up finishing after installation of architectural cabinets. Fill nail holes with matching filler.
1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces. Touch up finishes to restore damaged or soiled areas.

END OF SECTION 064113

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SECTION 079200 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-staining silicone joint sealants.
 - 2. Preformed compressible foam joint sealants.
 - 3. Urethane joint sealants.
 - 4. Mildew-resistant joint sealants.
 - 5. Latex joint sealants.
 - 6. Latex acoustical joint sealants.
 - 7. Joint sealant backing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Environmental Submittals:
 - 1. Product Data: For sealants, indicating VOC content.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
 - 1. Joint-sealant location and designation.
 - 2. Manufacturer and product name.
 - 3. Type of substrate material.
 - 4. Proposed test.
 - 5. Number of samples required.
- D. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- E. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- F. Field-Adhesion-Test Reports: For each sealant application tested.
- G. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
 3. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
 4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 5. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
 6. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 2. Conduct field tests for each kind of sealant and joint substrate.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content: Sealants and sealant primers shall comply with the following:
 - 1. Architectural sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
 - 3. Sealants and sealant primers for porous substrates shall have a VOC content of 775 g/L or less.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 PERFORMANCE REQUIREMENTS

- A. Provide acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.

2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - b. Pecora Corporation.

- c. Sika Corporation; Joint Sealants.
- d. Tremco Incorporated.

C. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Dow Corning Corporation.

2.4 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Sika Corporation; Joint Sealants.

2.5 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Dow Corning Corporation.
- b. GE Construction Sealants; Momentive Performance Materials Inc.
- c. May National Associates, Inc.; a subsidiary of Sika Corporation.
- d. Soudal USA.
- e. Tremco Incorporated.

2.6 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. May National Associates, Inc.; a subsidiary of Sika Corporation.
- b. Pecora Corporation.
- c. Sherwin-Williams Company (The).
- d. Tremco Incorporated.

2.7 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C 834.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Accumetric LLC.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Grabber Construction Products.
 - d. Hilti, Inc.
 - e. OSI Sealants; Henkel Corporation.
 - f. Pecora Corporation.
 - g. Tremco Incorporated.
 - h. United States Gypsum Company.

2.8 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Alcot Plastics Ltd.
 - b. BASF Corporation; Construction Systems.
 - c. Construction Foam Products; a division of Nomaco, Inc.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.9 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.4 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

- A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.
- B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.
- C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

3.5 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:

- a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.6 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.7 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.8 JOINT-SEALANT SCHEDULE *(Note: Not all sealants may be used this project.)*

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces (JS-1).
 - 1. Joint Locations:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Joints in pedestrian plazas.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Urethane, S, NS, 100/50, T, NT.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces (JS-2).
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
 - d. Control and expansion joints in ceilings and other overhead surfaces.
 - e. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, nonstaining, S, NS, 100/50, NT.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces (JS-3).
 - 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, nonstaining, S, NS, 100/50, T, NT.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
 - 4. Joint-sealant Backing: Preformed foam.
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces (JS-4).
 - 1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Acrylic latex.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

- E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces (JS-5).
1. Joint Locations:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 - c. Metal thresholds.
 - d. Sill plates.
 - e. Other joints as indicated on Drawings.
 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- F. Acoustical-Sealant Application: Interior vertical surfaces and horizontal nontraffic surfaces (JS-6).
1. Joint Locations: As indicated on Drawings.
 2. Joint Sealant: Latex, nonstaining, nonsag, paintable, acoustical.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior hollow metal (steel) doors and frames.
2. Fire rated interior hollow metal (steel) doors and frames.
3. Exterior steel doors, install in existing frames.

B. Related Sections:

1. Division 01 Section "Interior Air Quality (IAQ) Management."
2. Division 06 Section "Miscellaneous Rough Carpentry."
3. Division 08 Section "Door Hardware."
4. Division 08 Section "Glass Glazing."
5. Division 09 Sections "Gypsum Board."

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.
- B. Standard Hollow Metal Work: Hollow metal work fabricated according to ANSI/SDI A250.8.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating, and finishes.
- B. Shop Drawings: Include the following:
 1. Elevations of each door design.
 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 4. Locations of reinforcement and preparations for hardware.
 5. Details of each different wall opening condition.
 6. Details of anchorages, joints, field splices, and connections.
 7. Details of accessories.

C. Samples for Verification:

1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
2. For the following items, prepared on Samples about 12 by 12 inches to demonstrate compliance with requirements for quality of materials and construction:
 - a. Doors: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
 - b. Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow metal panels and glazing if applicable.

D. Other Action Submittals:

1. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with door hardware schedule.

- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal door and frame assembly.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal work from single source from single manufacturer.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to 2022 CBC, Section 715.4.
- C. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to 2022 CBC, Section 715.5. Label each individual glazed lite.
- D. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
 1. Provide additional protection to prevent damage to finish of factory-finished units.

- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Do not store in a manner that traps excess humidity.
 - 1. Provide minimum 1/4-inch space between each stacked door/frame to permit air circulation.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.9 WARRANTY

- A. Manufacturer's Warranty: Furnish manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not a limitation of other rights Owner may have under the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Ceco Door Products; an Assa Abloy Group company (basis of design).
 - 2. Curries Company; an Assa Abloy Group company.
 - 3. Door Components, Inc.
 - 4. Steelcraft; an Ingersoll-Rand company.

2.2 MATERIALS

- A. Manufacture frames and frame components from commercial quality carbon steel conforming to ASTM designation A568 and A569 or hot-dipped galvanized steel having an A60 zinc-iron alloy coating conforming to ASTM designation A653. Embossed CE-Series EmCraft doors: hot-dipped galvanized steel face sheets having an A40 zinc-iron alloy coating conforming to ASTM designation A653. Treat galvanized steel to insure proper paint adhesion. Steel component parts

used in galvanized doors and/or frames: match galvanized specification. Stainless steel: fabricate from 316 stainless steel polished to a number 4 matte finish. Steel component parts used in stainless doors and/or frames are to be stainless steel.

1. Recycled Content of Cool Rolled Steel: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 55 percent.
 2. Recycled Content of Stainless Steel: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Clean, phosphatized and finish all painted doors, frames and frame components with one coat of rust inhibiting prime paint in accordance with ANSI A250.10.
- C. Steel Finishes: Remove tool and die marks and stretch lines, or blend into finish. Grind and polish surfaces to produce uniform finish, free of cross scratches. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- D. Supports and Anchors: Fabricated from not less than 0.042-inch- (1.0-mm-) thick steel sheet; galvanized steel or galvanized steel where used with galvanized steel frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, comply with ASTM A 153, Class C or D as applicable.

2.3 HOLLOW METAL DOORS

- A. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.
- B. Interior Hollow Metal Doors:
1. Series: Ceco "Regent (RI)"
 2. Design: Full flush, seamless.
 3. Thickness: 1 3/4".
 4. Physical Performance: Level A according to SDI A250.4
 5. Panel: 18-gauge cold rolled steel.
 6. Core Construction: Manufacturer's honeycomb.
 - a. Containing no added urea-formaldehyde resins.
 - b. Fire Door Core: As required to provide fire-protection ratings indicated.
 7. Vertical Edges: Full height, epoxy-filled mechanical interlock.
 8. Top and Bottom Edges: Closed with inverted 0.042-inch- thick, channels of same material as face sheets.
 9. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

C. Exterior Steel Doors:

1. Series: Ceco "Regent (RI)"
2. Design: Full flush, seamless.
3. Thickness: 1 3/4".
4. Physical Performance: Level A according to SDI A250.4
5. Panel: 16 gauge cold rolled steel.
6. Core Construction: Manufacturer's polystyrene.
 - a. Containing no added urea-formaldehyde resins.
7. Vertical Edges: Full height, epoxy-filled mechanical interlock.
8. Top and Bottom Edges: Closed with inverted 0.042-inch- thick, channels of same material as face sheets.
9. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

D. Fire Rated Interior Hollow Metal Door Frames without Sidelights/Windows:

1. Series: Ceco SQ, SR, SC, Steel 20 minute frames.
2. Material: 16-gauge cold rolled steel.
3. Finish: Primed with oven-cured neutral color primer.
4. Glazing: refer to section 088100-Glass Glazing.

2.4 FRAME ANCHORS

A. Jamb Anchors:

1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.

B. Floor Anchors: Formed from same material as frames, not less than 0.042 inch thick, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.5 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/NAAMM-HMMA 861.

C. Hollow Metal Doors:

1. Exterior Doors: Provide weep-hole openings in bottom of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

D. Hollow Metal Frames:

1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
2. Members at crossings and to jambs by butt welding.
3. Provide countersunk, flat- or oval-head exposed screws for exposed fasteners.
4. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
5. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Four anchors per jamb from 60 to 90 inches high.
 - 2) Five anchors per jamb from 90 to 96 inches high.
 - 3) Two anchors per head for frames above 42 inches wide and mounted in metal-stud partitions.
6. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

E. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet.

F. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-templated, mortised and surface-mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

G. Stops and Moldings: Provide stops where indicated. Form corners of stops with butted or mitered hairline joints.

2.6 PAINTED STEEL FINISHES

- A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pre-treating.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- B. Factory-Applied Paint Finish: Manufacturer's standard, complying with ANSI/SDI A250.3 for performance and acceptance criteria.

2.7 Color and Gloss: Match Architect's sample.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances:
 - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.

- C. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.
 - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frames according to NFPA 80.
 - b. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - c. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 1/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 1/8 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.

END OF SECTION 081113

SECTION 08 71 00
DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Door hardware.
 - 2. Cylinders for doors fabricated with locking hardware.
 - 3. Third-party inspection report for fire-rated door assemblies.
- B. Related Divisions:
 - 1. Division 06 – door hardware installation
 - 2. Division 07 – sealant at exterior thresholds
 - 3. Division 08 – metal doors and frames.
- C. Specific Omissions: Hardware for the following is specified or indicated elsewhere.
 - 1. Windows.
 - 2. Cabinets, including open wall shelving and locks.
 - 3. Signs.
 - 4. Toilet accessories, including grab bars.
 - 5. Installation.
 - 6. Rough hardware.
 - 7. Conduit, junction boxes & wiring.
 - 8. Access doors and panels.
 - 9. Corner Guards.

1.2 REFERENCES:

- A. Use date of standard in effect as of Bid date.
 - 1. American National Standards Institute
 - a) ANSI 156.18 – Materials and Finishes.
 - 2. BHMA – Builders Hardware Manufacturers Association
 - 3. 2019 California Building Code
 - a) Chapter 11B – Accessibility To Public Buildings, Public Accommodations, Commercial Buildings and Public Housing
 - 4. DHI – Door and Hardware Institute
 - 5. WHI – Warnock Hersey Incorporated State of California Building Code

6. NFPA – National Fire Protection Association
 - a) NFPA 80 2022 Edition – Standard for Fire Doors and Other Opening Protectives.
 - b) NFPA 105 – Smoke and Draft Control Door Assemblies
 - c) NFPA 252 – Fire Tests of Door Assemblies
 7. UL – Underwriters Laboratories
 - a) UL10C – Positive Pressure Fire Tests of Door Assemblies.
 8. Local applicable codes
 9. SDI – Steel Door Institute
 10. WI – Woodwork Institute
 11. AWI – Architectural Woodwork Institute
 12. NAAMM – National Association of Architectural Metal Manufacturers
- B. Abbreviations
1. Manufacturers: see table at 2.1.A of this section
 2. Finishes: see 2.6 of this section.

1.3 SUBMITTALS & SUBSTITUTIONS

- A. SUBMITTALS: Submit six copies of schedule per D. Only submittals printed one sided will be accepted and reviewed. Organize vertically formatted schedule into “Hardware Sets” with index of doors and headings, indicating complete designations of every item required for each door or opening. Minimum 10pt font size. Include following information:
1. Type, style, function, size, quantity and finish of hardware items.
 2. Use BHMA Finish codes per ANSI A156.18.
 3. Name, part number and manufacturer of each item.
 4. Fastenings and other pertinent information.
 5. Location of hardware set coordinated with floor plans and door schedule.
 6. Explanation of abbreviations, symbols, and codes contained in schedule.
 7. Mounting locations for hardware.
 8. Door and frame sizes, materials and degrees of swing.
 9. List of manufacturers used and their nearest representative with address and phone number.
 10. Catalog cuts.
 11. Point-to-point wiring diagrams.
 12. Manufacturer’s technical data and installation instructions for electronic hardware.
 13. Date of jobsite visit.
- B. Bid and submit manufacturer’s updated/improved item if scheduled item is discontinued.
- C. Deviations: Highlight, encircle or otherwise identify deviations from “Schedule of Finish Hardware” on submittal with notations clearly designating those portions as deviating from this section.

- D. If discrepancy between drawings and scheduled material in this section, bid the more expensive of the two choices, note the discrepancy in the submittal and request direction from Architect for resolution.
- E. Substitutions per Division 1. Include product data and indicate benefit to the Project. Furnish operating samples on request.
- F. Items listed with no substitute manufacturers have been requested by Owner to meet existing standard.
- G. Furnish as-built/as-installed schedule with closeout documents, including keying schedule, riser and point-to-point wiring diagrams, manufacturers' installation, adjustment and maintenance information, and supplier's final inspection report.

1.4 QUALITY ASSURANCE:

- A. Qualifications:
 - 1. Hardware supplier: direct factory contract supplier who employs a hardware consultant, available at reasonable times during course of work for project hardware consultation to Owner, Architect and Contractor.
 - a) Responsible for detailing, scheduling and ordering of finish hardware. Detailing implies that the submitted schedule of hardware is correct and complete for the intended function and performance of the openings.
- B. Hardware: Free of defects, blemishes and excessive play. Obtain each kind of hardware (latch and locksets, exit devices, hinges and closers) from one manufacturer.
- C. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.
- D. Fire-Rated Openings: NFPA 80 compliant. Hardware UL10C (positive pressure) compliant for given type/size opening and degree of label. Provide proper latching hardware, non-flaming door closers, approved-bearing hinges, and resilient seals. Coordinate with wood door section for required intumescent seals. Furnish openings complete
- E. Furnish hardware items required to complete the work in accordance with specified performance level and design intent, complying with manufacturers' instructions and code requirements.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Delivery: coordinate delivery to appropriate locations (shop or field).
 - 1. Permanent keys and cores: secured delivery direct to Owner's representative.
- B. Acceptance at Site: Items individually packaged in manufacturers' original containers, complete with proper fasteners and related pieces. Clearly mark packages to indicate contents, locations in hardware schedule and door numbers.
- C. Storage: Provide securely locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, dust, excessive heat and cold, etc.

1.6 PROJECT CONDITIONS AND COORDINATION:

- A. Where exact types of hardware specified are not adaptable to finished shape or size of members requiring hardware, provide suitable types having as nearly as practical the same operation and quality as type specified, subject to Architect's approval.
- B. Coordination: Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents. Furnish related trades with the following information:
 - 1. Location of embedded and attached items to concrete.
 - 2. Location of wall-mounted hardware, including wall stops.
 - 3. Location of finish floor materials and floor-mounted hardware.
 - 4. At masonry construction, coordinate with the anchoring and hollow metal supplier prior to frame installation by placing a strip of insulation, wood, or foam, on the back of the hollow metal frame behind the rabbet section for continuous hinges, as well as at rim panic hardware strike locations, silencers, coordinators, and door closer arm locations. When the frame is grouted in place, the backing will allow drilling and tapping without dulling or breaking the installer's bits.
 - 5. Coordinate: flush top rails of doors at outswinging exteriors, and throughout where adhesive-mounted seals occur.
 - 6. Manufacturers' templates to door and frame fabricators.
- C. Check Shop Drawings for doors and entrances to confirm that adequate provisions will be made for proper hardware installation.
- D. Environmental considerations: segregate unused recyclable paper and paper product packaging, uninstalled metals, and plastics, and have these sent to a recycling center.
- E. Prior to submittal, carefully inspect existing conditions to verify finish hardware required to complete Work, including sizes, quantities, existing hardware scheduled for re-use, and sill condition material. If conflict between the specified/scheduled hardware and existing conditions, submit request for direction from Architect. Include date of jobsite visit in the submittal.
 - 1. Submittals prepared without thorough jobsite visit by qualified hardware expert will be rejected as non-compliant.

1.7 WARRANTY:

- A. Part of respective manufacturers' regular terms of sale. Provide manufacturers' written warranties.
- B. Include factory order numbers with close-out documents to validate warranty information, required for Owner in making future warranty claims:
- C. Minimum warranties:

- | | | |
|----|------------------------------------|-------------------------|
| 1. | Extra Heavy-Duty Cylindrical Lock: | Seven Years |
| 2. | Closers: | Thirty years mechanical |
| 3. | Hinges: | One year |
| 4. | Other Hardware | Two years |

1.8 COMMISSIONING:

- A. Conduct these tests prior to request for certificate of substantial completion:
1. With installer present, test door hardware operation with climate control system and stairwell pressurization system both at rest and while in full operation.

1.9 REGULATORY REQUIREMENTS:

- A. Locate latching hardware between 34 inches to 44 inches above the finished floor, per-2019 California Building Code, Section 11B-404.2.7.
1. Panic hardware: locate between 36 inches to 44 inches above the finished floor.
- B. Handles, pull, latches, locks, other operable parts:
1. Readily openable from egress side with one hand and without tight grasping, tight pinching, or twisting of the wrist to operate. 2019 California Building Code Section 11B-309.4.
 2. Force required to activate the operable parts: 5.0 pounds maximum, per 2019 California Building Code Section 11B-309.4.
- C. Adjust doors to open with not more than 5.0-pounds pressure to open at exterior doors and 5.0-pounds at interior doors. As allowed per 2019 California Building Code Section 11B-404.2.9, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15-pounds.
1. Exception: exterior doors' pressure-to-open may be increased to 8.5-pounds if: at a single location, and one of a bank of eight leafs or fraction of eight, and one leaf of this bank is fitted with a low- or high-energy operator.
- D. Adjust door closer sweep periods so that from an open position of 90 degrees, the door will take at least 5 seconds to move to a point 12 degrees from the latch, measured to the landing side of the door, per 2019 California Building Code Section 11B-404.2.8.
1. Spring hinges: adjust for 1.5 seconds minimum for 70 degrees to fully-closed.
- E. Smooth surfaces at bottom 10 inches of push sides of doors, facilitating push-open with wheelchair footrests, per 2019 California Building Code Section 11B-404.2.10.
1. Applied kickplates and armor plates: bevel the left and right edges; free of sharp or abrasive edges.
 2. Tempered glass doors without stiles: bottom rail may be less than 10 inches if top leading edge is tapered 60 degrees minimum.

- F. Door opening clear width no less than 32 inches, measured from face of frame stop, or edge of inactive leaf of pair of doors, to door face with door opened to 90 degrees. Hardware projection not a factor in clear width if located above 34 inches and below 80 inches, and the hardware projects no more than 4 inches. 2019 California Building Code Section 11B-404.2.3.
1. Exception: doors not requiring full passage through the opening, that is, to spaces less than 24 inches in depth, may have the clear opening width reduced to 20 inches. Example: shallow closets.
 2. Door closers and overhead stops: not less than 78 inches above the finished floor or ground, per 2019 California Building Code 11B-307.4.
- G. Thresholds: floor or landing no more than 0.50 inches below the top of the threshold of the doorway, per 2019 California Building Code Section 11B-404.2.5. Vertical rise no more than 0.25 inches, change in level between 0.25 inches and 0.50 inches: beveled to slope no greater than 1:2 (50 percent slope). 2019 California Building Code Section 11B-303.2 & ~.3.
- H. Floor stops: Do not locate in path of travel. Locate no more than 4 inches from walls, per DSA Policy #99-08 (Access).
- I. Pairs of doors with independently-activated hardware both leaves: limit swing of right-hand or right-hand-reverse leaf to 90 degrees to protect persons reading wall-mounted tactile signage, per 2019 California Building Code Section 11B-703.4.2.
- J. New buildings that are included in public schools (kindergarten through 12th grade) state funded projects and receiving state funding pursuant to Leroy F. Green, School Facilities Act of 1998, California Education Code Sections 17070.10 through 17079, and that are submitted to the Division of the State Architect for plan review after July 1, 2011 in accordance with the Education Code 17075.50, shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. The locks shall conform to the specification and requirements found in Section 1010.1.9. 2019 California Building Code Section 1010.1.11

Exceptions:

1. Doors that are locked from the outside at all times such as, but not limited to, janitor's closet, electrical room, storage room, boiler room, elevator equipment room and pupil restroom.
2. Reconstruction projects that utilize original plans in accordance with California Administrative Code, Section 4-314.
3. Existing relocatable buildings that are relocated within same site in accordance with California Administrative Code, Section 4-314.

2.1 MANUFACTURERS:

- A. Listed acceptable alternate manufacturers: these will be considered; submit for review products with equivalent function and features of scheduled products.

ITEM:	MANUFACTURER:	ACCEPTABLE ALTERNATE:
Hinges	(IVE) Ives	Bommer
Key System	(SCH) Schlage	Owner standard
Mechanical Locks	(SCH) Schlage	Owner standard
Closers	(LCN) LCN	Owner standard
Auto Flush Bolts	(IVE) Ives	DCI
Coordinators	(IVE) Ives	DCI
Kickplates	(IVE) Ives	Rockwood, Trimco
Stops & Holders	(IVE) Ives	Rockwood, Trimco
Thresholds	(ZER) Zero	NGP, Pemko
Seals & Bottoms	(ZER) Zero	NGP, Pemko

2.2 HINGING METHODS:

- A. Drawings typically depict doors at 90 degrees, doors will actually swing to maximum allowable. Use wide-throw conventional or continuous hinges as needed up to 8 inches in width to allow door to stand parallel to wall for true 180-degree opening. Advise architect if 8-inch width is insufficient.
- B. Conform to manufacturer's published hinge selection standard for door dimensions, weight and frequency, and to hinge selection as scheduled. Where manufacturer's standard exceeds the scheduled product, furnish the heavier of the two choices, notify Architect of deviation from scheduled hardware.
- C. Conventional Hinges: Steel or stainless-steel pins and approved bearings. Hinge open widths minimum, but of sufficient throw to permit maximum door swing.
 - 1. Out-swinging exterior doors: non-ferrous with non-removable (NRP) pins and security studs.

2. Non-ferrous material exteriors and at doors subject to corrosive atmospheric conditions.

2.3 LOCKSETS, LATCHSETS, DEADBOLTS:

- A. Extra Heavy Duty Cylindrical Locks and Latches: as scheduled.
1. Chassis: cylindrical design, corrosion-resistant plated cold-rolled steel, through-bolted.
 2. Locking Spindle: stainless steel, integrated spring and spindle design.
 3. Latch Retractors: forged steel. Balance of inner parts: corrosion-resistant plated steel, or stainless steel.
 4. Latchbolt: solid steel.
 5. Backset: 2.75 inches typically, more or less as needed to accommodate frame, door or other hardware.
 6. Lever Trim: accessible design, independent operation, spring-cage supported, minimum 2.00 inches clearance from lever mid-point to door face.
 7. Strikes: 16 gage curved steel, bronze or brass with 1.00 inch deep box construction, lips of sufficient length to clear trim and protect clothing.
 8. Lock Series and Design: Schlage ND series, "Rhodes" design.
 9. Certifications:
 - a) ANSI A156.2, 1994, Series 4000, Grade 1.
 - b) UL listed for A label and lesser class single doors up to 4 feet x 8 feet.
 10. Accessibility: Require not more than 5 lb to retract the latchbolt or deadbolt, or both, per CBC 2019 11B-404.2.7 and 11B-309.4
 11. Accepted substitutions: None.

2.4 CLOSERS

- A. Surface Closers: 4040XP
1. Full rack-and-pinion type cylinder with removable non-ferrous cover and cast-iron body. Double heat-treated pinion shaft, single piece forged piston, chrome-silicon steel spring.
 1. ISO 2000 certified. Units stamped with date-of-manufacture code.
 2. Independent lab-tested 10,000,000 cycles.
 3. Non-sized, non-handed, and adjustable. Place closer inside building, stairs, and rooms.
 4. Plates, brackets and special templating when needed for interface with particular header, door and wall conditions and neighboring hardware.
 5. Adjust doors to open with not more than 5.0-pounds pressure to open at exterior doors and 5.0-pounds at interior doors. As allowed per 2019 California Building Code Section 11B-404.2.9, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15-pounds.

- a) Exception: exterior doors' pressure-to-open may be increased to 8.5-pounds if: at a single location, and one of a bank of eight leaves or fraction of eight, and one leaf of this bank is fitted with a low- or high-energy operator.
- 6. Separate adjusting valves for closing speed, latching speed and backcheck, fourth valve for delayed action where scheduled.
- 7. Extra-duty arms (EDA) at exterior doors scheduled with parallel arm units.
- 8. Exterior door closers: tested to 100 hours of ASTM B117 salt spray test, furnish data on request.
- 9. Exterior doors: seasonal adjustments not required for temperatures from 120 degrees F to -30 degrees F, furnish checking fluid data on request.
- 10. Non-flaming fluid, will not fuel door or floor covering fires.
- 11. Pressure Relief Valves (PRV) not permitted.
- 12. Accepted substitutions: None.

2.5 OTHER HARDWARE

- A. Automatic Flush Bolts: Low operating force design.
- B. Kick Plates: Four beveled edges, .050 inches minimum thickness, height and width as scheduled. Sheet-metal screws of bronze or stainless steel to match other hardware.
- C. Door Stops: Provide stops to protect walls, casework or other hardware.
 - 1. Unless otherwise noted in Hardware Sets, provide floor type with appropriate fasteners. Where floor type cannot be used, provide wall type. If neither can be used, provide overhead type.
 - 2. Locate overhead stops for maximum possible opening. Consult with Owner for furniture locations. Minimum: 90deg stop / 95deg deadstop. Note degree of opening in submittal.
- D. Seals: Four-fingered type at head & jambs. Inelastic, rigid back, not subject to stretching. Self-compensating for warp, thermal bow, door settling, and out-of-plumb. Adhesive warranted for life of installation.
 - 1. Proposed substitutions: submit for approval.
 - 2. Three-fingered type at hinge jambs of doors fitted with continuous hinges where jamb leaf of hinge is fastened to the frame reveal.
- E. Automatic door bottoms: low operating force units. Doors with automatic door bottoms plus head and jamb seals cannot require more than two pounds operating force to open when closer is disconnected.
 - 1. Include automatic type door bottoms, as opposed to fixed sweeps, at stairs and elevator lobbies to allow fine-tuning of pressurization systems.
- F. Thresholds: As scheduled and per details. Comply with CBC 2019 11B-404.2.5. Substitute products: certify that the products equal or exceed specified material's thickness. Proposed substitutions: submit for approval.
 - 1. Saddle thresholds: 0.125 inches minimum thickness.

2. Exteriors: Seal perimeter to exclude water and vermin. Use sealant complying with requirements in Division 7 "Thermal and Moisture Protection". Minimum 0.25 inch diameter fasteners and lead expansion shield anchors, or Red-Head #SFS-1420 (or approved equivalent) Flat Head Sleeve Anchors. National Guard Products' "COMBO" or Pemko Manufacturing's "FHSL".
 3. Fire-rated openings, 90-minutes or less duration: use thresholds to interrupt floor covering material under the door where that material has a critical radiant flux value less than 0.22 watts per square centimeter, per NFPA 253. Use threshold unit as scheduled. If none scheduled, include a 0.25in high 5in wide saddle in the bid, and request direction from Architect.
 4. Fire-rated openings, 3-hour duration: Thresholds, where scheduled, to extend full jamb depth.
 5. Plastic plugs with wood or sheet metal screws are not an acceptable substitute for specified fastening methods.
 6. Fasteners: Generally, exposed screws to be Phillips or Robertson drive. Pinned TORX drive at high security areas. Flat head sleeve anchors (FHSL) may be slotted drive. Sheet metal and wood screws: full-thread. Sleeve nuts: full length to prevent door compression.
- G. Through-bolts: Do not use. Coordinate with wood doors; ensure provision of proper blocking to support wood screws for mounting panic hardware and door closers. Coordinate with metal doors and frames; ensure provision of proper reinforcement to support machine screws for mounting panic hardware and door closers.
1. Exception: surface-mounted overhead stops, holders, and friction stays.

2.6 FINISH:

- A. Generally: BHMA 626 Satin Chromium.
 1. Areas using BHMA 626: furnish push-plates, pulls and protection plates of BHMA 630, Satin Stainless Steel, unless otherwise scheduled.
- B. Door closers: factory powder coated to match other hardware, unless otherwise noted.

2.7 KEYING REQUIREMENTS:

- A. Key System: (Verify with Owner) Schlage Everest Primus high-security utility-patented keyway, interchangeable core throughout. Utility patent protection to extend at least until 2014. Key blanks available only from factory-direct sources, not available from after-market keyblank manufacturers. For estimate use factory GMK charge. Initiate and conduct meeting(s) with Owner and Allegion representatives to determine system keyway(s), keybow styles, structure, stamping, degree of physical security and degree of geographic exclusivity. Furnish Owner's written approval of the system; do not order keys or cylinders without written confirmation of actual requirements from the Owner. Contractor will install permanent cylinders/cores.
 1. Existing factory-registered master key system.
 2. Primus Level 3 (verify with Owner)

3. Construction keying: furnish temporary keyed-alike cores. Remove at substantial completion and install permanent cylinders/cores in Owner's presence. Demonstrate that construction key no longer operates.
 4. Temporary cylinders/cores remain supplier's property.
 5. Furnish 10 construction keys.
 6. Furnish 2 construction control keys.
 7. Furnish 2 Emergency keys per each L9485 Faculty Restroom Lock
 8. Key Cylinders: furnish 6-pin solid brass construction.
- B. Cylinders/cores: keyed at factory of lock manufacturer where permanent records are maintained. Locksets and cylinders same manufacturer.
- C. Permanent keys: use secured shipment direct from point of origination to Owner.
1. For estimate: 3 keys per change combination, 5 master keys per group, 5 grand-master keys, 3 control keys.
 2. For estimate: VKC stamping plus "DO NOT DUPLICATE".
- D. Bitting List: use secured shipment direct from point of origination to Owner at completion.

PART 3 - EXECUTION

3.1 ACCEPTABLE INSTALLERS:

- A. Can read and understand manufacturers' templates, suppliers' hardware schedule and printed installation instructions. Can readily distinguish drywall screws from manufacturers' furnished fasteners. Available to meet with manufacturers' representatives and related trades to discuss installation of hardware.

3.2 PREPARATION:

- A. Ensure that walls and frames are square and plumb before hardware installation. Make corrections before commencing hardware installation. Installation denotes acceptance of wall/frame condition.
- A. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.
1. Notify Architect of code conflicts before ordering material.
 1. Locate latching hardware between 34 inches to 44 inches above the finished floor, per California Building Code, Section 1008.1.9.2 and 11B-404.2.7.
 2. Locate panic hardware between 36 inches to 44 inches above the finished floor.
 3. Where new hardware is to be installed near existing doors/hardware scheduled to remain, match locations of existing hardware.
- B. Existing frames and doors to be retrofitted with new hardware:

1. Field-verify conditions and dimensions prior to ordering hardware. Fill existing hardware cut outs not being reused by the new hardware. Remove existing hardware not being reused, return to Owner unless directed otherwise.
2. Remove existing floor closers not scheduled for reuse, fill cavities with non-shrinking concrete and finish smooth.
3. Cut and weld existing steel frames currently prepared with 2.25 inch height strikes. Cut an approximate 8 inch section from the strike jamb and weld in a reinforced section to accommodate specified hardware's strike.
4. Patch and weld flush filler pieces into existing door hardware preparations in steel doors and frames, leave surfaces smooth.
5. Glue in solid wood block fillers to fill cut outs in existing wood doors, sand surfaces smooth. Alternatively, use an approved epoxy-based wood filler product, submit product data for approval.

3.3 INSTALLATION

- A. Install hardware per manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on substrate. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate for proper installation and operation. Remove and reinstall or replace work deemed defective by Architect.
 1. Gaskets: install jamb-applied gaskets before closers, overhead stops, rim strikes, etc; fasten hardware over and through these seals. Install sweeps across bottoms of doors before astragals, cope sweeps around bottom pivots, trim astragals to tops of sweeps.
 2. When hardware is to be attached to existing metal surface and insufficient reinforcement exists, use RivNuts, NutSerts or similar anchoring device for screws.
 3. Use manufacturers' fasteners furnished with hardware items, or submit Request for Substitution with Architect.
 4. Replace fasteners damaged by power-driven tools.
- B. Locate floor stops no more than 4 inches from walls and not within paths of travel. See paragraph 2.2 regarding hinge widths, door should be well clear of point of wall reveal. Point of door contact no closer to the hinge edge than half the door width. Where situation is questionable or difficult, contact Architect for direction.
- C. Drill pilot holes for fasteners in wood doors and/or frames.
- D. Lubricate and adjust existing hardware scheduled to remain. Carefully remove and give to Owner items not scheduled for reuse.
- E. Field-verify existing conditions and measurements prior to ordering hardware. Fill existing hardware cut outs not being used by the new hardware.
- F. Remove existing hardware not being reused. Tag and bag removed hardware, turn over to Owner.

- G. Where existing wall conditions will not allow door to swing using the scheduled hinges, provide wide-throw hinges and if needed, extended arms on closers.
- H. Provide manufacturer's recommended brackets to accommodate the mounting of closers on doors with flush transoms.

3.4. ADJUSTING

- A. Adjust and check for proper operation and function. Replace units, which cannot be adjusted to operate freely and smoothly.
 - 1. Hardware damaged by improper installation or adjustment methods: repair or replace to Owner's satisfaction.
 - 2. Adjust doors to fully latch with no more than 1 pound of pressure.
 - a) Door closer valves: turn valves clockwise until at bottom – do not force. Turn valves back out one and one-half turns and begin adjustment process from that point. Do not force valves beyond three full turns counterclockwise.
 - 3. Adjust door closers per 1.9 this section.
- B. Inspection of fire door assemblies and means-of-egress panic-hardware doors: Per 2022 NFPA-80 5.2.1: hire an independent third-party inspection service to prepare a report listing these doors, and include a statement that there are zero deficiencies with the fire-rated assemblies and the openings with panic hardware.
- C. Fire-rated doors:
 - 1. Wood doors: adjust to 0.125 inches clearance at heads, jambs, and meeting stiles.
 - 2. Steel doors: adjust to 0.063 inches minimum to 0.188 inches maximum clearance at heads, jambs, and meeting stiles.
 - 3. Adjust wood and steel doors to 0.75 inches maximum clearance (undercut) above threshold or finish floor material under door.
- D. Final inspection: Installer to provide letter to Owner that upon completion installer has visited the Project and has accomplished the following:
 - 4. Has re-adjusted hardware.
 - 5. Has evaluated maintenance procedures and recommend changes or additions and instructed Owner's personnel.
 - 6. Has identified items that have deteriorated or failed.
 - 7. Has submitted written report identifying problems.

3.5 DEMONSTRATION:

- A. Demonstrate mechanical hardware, including adjustment and maintenance procedures.

3.6 PROTECTION/CLEANING:

- A. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc. Remove covering materials and clean hardware just prior to substantial completion.

- B. Clean adjacent wall, frame and door surfaces soiled from installation / reinstallation process.

3.7 SCHEDULE OF FINISH HARDWARE

- A. See door schedule in drawings for hardware set assignments.
- B. Do not order material until submittal has been reviewed, stamped, and signed by Architect's door hardware consultant.
- C. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

Opt. #: OPT0298983-V2















HARDWARE GROUP NO. 01

Provide each SGL door(s) with the following:

1	SET	NOTE	REUSE EXISTING DOOR, FRAME AND HARDWARE
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HARDWARE GROUP NO. 02

Provide each PR door(s) with the following:



6	EA	HINGE	5BB1 4.5 X 4.5 NRP SEC		630	IVE
1	EA	CONST LATCHING BOLT	FB51P/FB61P AS REQ'D		630	IVE
1	EA	DUST PROOF STRIKE	DP1/DP2 AS REQ'D		626	IVE
1	EA	CLASSROOM SECURITY	ND75TD RHO		626	SCH
2	EA	PRIMUS CORE	20-740		626	SCH
1	EA	COORDINATOR	COR X FL		628	IVE
2	EA	MOUNTING BRACKET	MB1/MB2 AS REQ'D		689	IVE
2	EA	SURFACE CLOSER	4040XP HEDA		689	LCN
2	EA	ARMOR PLATE	8400 48" X 1" LDW B-CS		630	IVE
2	EA	FLOOR STOP	FS18L/FS18S AS REQ'D		BLK	IVE
1	SET	GASKETING	429AA-S		AA	ZER
1	EA	ASTRAGAL	43STST		STST	ZER
2	EA	DOOR SWEEP	8192AA		AA	ZER
1	EA	THRESHOLD	547A-223 OR AS DETAILED		A	ZER

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.

087100 DOOR HARDWARE - 15
HARDWARE GROUP NO. 03

04/17/2023





Provide each SGL door(s) with the following:

1	EA	ENTRANCE/OFFICE LOCK	ND50TD RHO		626	SCH
1	EA	PRIMUS CORE	20-740		626	SCH
	EA	NOTE	REUSE BALANCE OF EXISTING HARDWARE			

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.

HARDWARE GROUP NO. 04



Provide each SGL door(s) with the following:

1	EA	CLASSROOM LOCK	ND70TD RHO		626	SCH
1	EA	PRIMUS CORE	20-740		626	SCH
1	EA	ARMOR PLATE	8400 48" X 1" LDW B-CS		630	IVE
1	EA	ARMOR PLATE	8400 48" X 2" LDW B-CS		630	IVE
	EA	NOTE	REUSE BALANCE OF EXISTING HARDWARE			

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.

HARDWARE GROUP NO. 05



Provide each SGL door(s) with the following:

1	EA	PRIVACY LOCK	ND40S RHO		626	SCH
1	EA	PRIMUS CORE	20-740		626	SCH
	EA	NOTE	REUSE BALANCE OF EXISTING HARDWARE			

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.

HARDWARE GROUP NO. 06

Provide each SGL door(s) with the following:







1	EA	CLASSROOM LOCK	ND70TD RHO		626	SCH
1	EA	PRIMUS CORE	20-740		626	SCH
	EA	NOTE	REUSE BALANCE OF EXISTING HARDWARE			

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.

087100 DOOR HARDWARE - 16
HARDWARE GROUP NO. 07

04/17/2023









Provide each SGL door(s) with the following:

1	EA	CLASSROOM SECURITY	ND75TD RHO		626	SCH
2	EA	PRIMUS CORE	20-740		626	SCH
1	EA	SURFACE CLOSER	4040XP REG		689	LCN
1	EA	ARMOR PLATE	8402 48" X 1" LDW B-CS		630	IVE
1	EA	ARMOR PLATE	8402 48" X 2" LDW B-CS		630	IVE
1	SET	GASKETING	429AA-S		AA	ZER
	EA	NOTE	REUSE BALANCE OF EXISTING HARDWARE			

VERIFY EXISTING DOOR AND FRAME PREP PRIOR TO ORDERING HARDWARE.









HARDWARE GROUP NO. 08

Provide each SGL door(s) with the following:

3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	CLASSROOM SECURITY	ND75TD RHO		626	SCH
2	EA	PRIMUS CORE	20-740		626	SCH
1	EA	SURFACE CLOSER	4040XP REG		689	LCN
1	EA	ARMOR PLATE	8402 48" X 1" LDW B-CS		630	IVE
1	EA	ARMOR PLATE	8402 48" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV AS REQ'D		630	IVE
1	SET	GASKETING	429AA-S		AA	ZER

HARDWARE GROUP NO. 09

Provide each SGL door(s) with the following:

3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	CLASSROOM LOCK	ND70TD RHO		626	SCH
1	EA	PRIMUS CORE	20-740		626	SCH
1	EA	SURFACE CLOSER	4040XP REG		689	LCN
1	EA	ARMOR PLATE	8402 48" X 1" LDW B-CS		630	IVE
1	EA	ARMOR PLATE	8402 48" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV AS REQ'D		630	IVE
1	SET	GASKETING	429AA-S		AA	ZER

END OF SECTION

SECTION 08 81 00 – GLASS GLAZING**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes glass glazing for the following:
 - 1. Doors.
 - a. Fire protection rated glazing.
 - b. Float glass fully tempered.
- B. Related Sections include the following:
 - 1. Division 01 Section “Interior Air Quality (IAQ) Management”.
 - 2. Division 08 Section “Hollow Metal Doors and Frames”.

1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and Division 01 Specifications Sections.
- B. Product Data: Submit for each glazing material and glass product required.
- C. Product certificates signed by glazing materials manufacturer certifying that their products comply with specified requirements.
- D. Samples of tinted, patterned, and sandblasted glasses.
- E. Compatibility and adhesion test reports from sealant manufacturer indicating that glazing materials were tested for adhesion to glass and glazing channel substrates and for compatibility with glass and other glazing materials.
- F. Installer’s qualifications.
- G. Warranties: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced Installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of three years successful in-service performance.
- B. Comply with published recommendations of glass product manufacturers and the following:

1. GANA Publications: GANA's "Glazing Manual".

- C. Single Source Responsibility for Glass: To ensure consistent quality of appearance and performance, provide materials produced by a single manufacturer or fabricator for each kind and condition of glass.
- D. Fire resistant and fire protective glass shall adhere to CBC 2013 Section 716.5.8 Glazing Material.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Protect glass and glazing materials during delivery, storage and handling to comply with manufacturer's directions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.4 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing material manufacturer or when glazing substrates are wet due to rain, condensation, or other causes.

1.5 WARRANTY

- A. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

- 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - MATERIALS

2.1 GLAZING MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, manufacturers' glass products that may be incorporated in the Work include the following, or approved equal:
 - 1. PPG Industries, www.ppg.com (Basis-of-Design).
 - 2. Pilkington, www.pilkington.com (Basis-of-Design for Fire Rated glass).
 - 3. Oldcastle, www.oldcastlebe.com

2.3 GLASS DESIGNATION SCHEDULE

- A. Glass Type GL1:
 - 1. Tempered Clear Glass: ¼ in. Clear Glass.

- B. Glass Type GL9:
 - 1. Fire protection rated glazing: ¼ in. clear glass.

2.4 ELASTOMERIC GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
 - 1. Compatibility: Select glazing sealants and tapes of proven compatibility with other materials they will contact, including glass products, seals of insulating glass units, and glazing channel substrates, under conditions of installation and service, as demonstrated by testing and field experience.
 - 2. Suitability: Comply with sealant and glass manufacturer's recommendations for selecting glazing sealants and tapes that are suitable for applications indicated and conditions existing at time of installation.
 - 3. Colors: Provide color of exposed joint sealants to comply with the following:
 - a. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.
- B. Elastomeric Glazing Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer indicated that comply with ASTM C 920 requirements.
 - 1. Base Polymer: Neutral-curing silicone.
 - 2. Type: S, single component.
 - 3. Grade: NS, nonsag.
 - 4. Class: 25.
 - 5. Use Related to Exposure: NT (nontraffic).
 - 6. Use Related to Glazing Substrates: G, A, and O (including wood).
- C. Glazing Sealant for Fire-Resistant Glazing Products: Identical to product used in test assembly to obtain fire-resistive rating.
- D. All paints, coatings, sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".

2.5 GLAZING COMPOUND FOR FIRE-RATED GLAZING MATERIALS

- A. Glazing Tape: Closed cell polyvinyl chloride (PVC) foam, coiled on release paper over adhesive on two sides, maximum water absorption by volume of 2 percent. Glass panels that exceed 1,393 sq. inches for 90-minute ratings must be glazed with fire-rated glazing tape supplied by manufacturer.
- B. Glazing Compound: DAP 33 putty.
- C. Silicone Sealant: One-part neutral curing silicone, medium modulus sealant, Type S; Grade NS; Class 25 with additional movement capability of 50 percent in both extension and compression

(total 100 percent); Use (Exposure) NT; Uses (Substrates) G, A, and O as applicable. Available Products:

1. Dow Corning 795 - Dow Corning Corp.
2. Silglaze-II 2800 - General Electric Co.
3. Spectrem 2 - Tremco Inc.]

- D. Setting Blocks: Neoprene, EPDM, or silicone; tested for compatibility with glazing compound; of 70 to 90 Shore A hardness.
- E. Cleaners, Primers, and Sealers: Type recommended by manufacturer of glass and gaskets.
- F. All paints, coatings, sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".

2.6 GLAZING GASKETS

- A. Select appropriate type as recommended by combined recommendations of glass and frame manufacturers for the installations indicated.
- B. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced, of profile and hardness required to maintain watertight seal:
1. Neoprene (not compatible with silicone sealant), ASTM C864.
 2. EPDM, ASTM C864.
 3. Thermoplastic polyolefin rubber, ASTM C1115.
 4. Silicone, ASTM C1115.
 5. Any material indicated above.
- C. Soft Compression Gaskets: Extruded or molded closed cell, integral-skinned gaskets of material indicated below, complying with ASTM C 509, Type II, black, and of profile and hardness required to maintain watertight seal.
1. Neoprene (not compatible with silicone sealant).
 2. EPDM.
 3. Thermoplastic polyolefin rubber.
 4. Silicone.
 5. Any material indicated above.

2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standards, requirements of manufacturers of glass and other glazing materials for application indicated, and with proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers and Sealers: Type recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85 plus or minus 5.
- D. Spacers: Elastomeric blocks, or continuous extrusions with a Shore A durometer hardness

required by glass manufacturer to maintain glass lites in place.

- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement.
- F. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

2.8 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer, referenced glazing standard, and applicable codes, to comply with system performance requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine glass framing for compliance with manufacturing and installation tolerances, including those for size, squareness, offsets at corners; for presence and functioning of weep system; for existence of minimum required face or edge clearances; and for effective sealing of joinery. Do not allow glazing Work to proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members to receive glass, immediately before glazing. Remove coatings which are not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined printed recommendations of glass manufacturers, of manufacturers of sealants, gaskets and other glazing materials, except where more stringent requirements are indicated, including those of referenced glazing standards.
- B. Protect glass from edge damage during handling and installation. Remove from Project and dispose of glass units with edge damage or other imperfections of kind that, when installed, weakens glass and impairs performance and appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants.

3.4 GLAZING

- A. Install setting blocks of proper size in sill rabbet, sized and located to comply with referenced glazing standard. Set blocks in thin course of sealant which is acceptable for heel bead use.
- B. Do not exceed edge pressures stipulated by glass manufacturer.
- C. Provide spacers inside and out, of correct size and spacing to preserve required face clearances.
 - 1. Provide recommended bite of spacers on glass and use thickness equal to sealant width.

- D. Provide edge blocking to comply with requirements of referenced glazing standard, except where otherwise required by glass unit manufacturer.
- E. Set units of glass in each series with uniformity of pattern, draw, bow and similar characteristics.
- F. Where sealants are used, force sealants into glazing channels to eliminate voids and to ensure complete "wetting" or bond of sealant to glass and channel surfaces.
 - 1. Tool exposed surfaces of sealants to provide a substantial "wash" away from glass. Install pressurized gaskets to protrude slightly out of channel, so as to eliminate dirt and moisture pockets.
- G. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage to ensure that gasket will not "walk" out when installation is subjected to movement.
 - 1. Cut wedge-shaped gaskets at corners and install gaskets in manner recommended by gasket manufacturer to prevent pull away at corners; seal corner joints and butt joints with sealant recommended by gasket manufacturer.
- H. For dry gasket glazing, fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.
 - 1. Secure compression gaskets in place with joints located at corners to compress gaskets producing a weather tight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- I. Install gaskets so they protrude past face of glazing stops.
- J. Tape Glazing: Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
 - 1. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
 - 2. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.
 - 3. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
 - 4. Do not remove release paper from tape until just before each glazing unit is installed.
 - 5. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
 - 6. Apply cap bead of elastomeric sealant over exposed edge of tape if standard with manufacturer.

3.5 PROTECTION AND CLEANING

- A. Protect glass from breakage immediately upon installation by use of crossed streamers attached to framing and held away from glass. Do not apply markers to surfaces of glass. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove immediately by method recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less often than once a week, for build-up of dirt, scum, alkali deposits or staining. When examination reveals presence of these forms of residue, remove by method recommended by glass manufacturer.
- D. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.
- E. Wash glass on both faces not more than 5 days prior to date scheduled for inspections intended to establish date of Completion. Wash glass by method recommended by glass manufacturer.

END OF SECTION 08 81 00

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SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Interior gypsum board for patching and repair.
- 2. Cement backer for installation at existing metal cabinets toe kick to serve as substrate for resinous cove base.

B. Related Requirements:

- 1. Division 06 Section "Rough Carpentry."
- 2. Division 09 Section "Resinous Flooring."
- 3. Division 09 Section "Interior Painting."

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

- 1. Gypsum board, Type X.
- 2. Cement backer.

B. Environmental Submittals:

- 1. Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CALGreen).
- 2. All components used in installation of gypsum board to meet requirements of SCAQMD Rule#1168 and Green Seal Standard GC-36 for Adhesives and Sealants. Documentation is required.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Manufacturers: Subject to compliance with requirements, provide gypsum board products by one of the following, or approved equal:
 - 1. CertainTeed Corporation.
 - 2. Georgia-Pacific Gypsum LLC.
 - 3. National Gypsum Company.
 - 4. USG Corporation.
- B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.
 - 1. Basis-of-Design Product: CertainTeed Type X drywall.
 - 2. Thickness: 5/8 inch.
 - 3. Long Edges: Tapered.
- B. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
 - 1. Basis-of-Design Product: CertainTeed M2Tech Type X gypsum board.
 - 2. Core: 5/8 inch, Type X].
 - 3. Long Edges: Tapered.
 - 4. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.4 CEMENT BACKING PANELS

- A. Cementitious Backer Unit: ANSI A118.9 or ASTM C 1325, Type A, in maximum lengths available to minimize end-to-end butt joints.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. George-Pacific Building Products; PermaBase.
- b. USG Corporation; DUROCK.
- c. Or comparable as approved by Architect.

2. Thickness: As indicated.

2.5 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. Expansion (control) joint.

2.6 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

D. Joint Compound for Tile Backing Panels:

1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer to match existing adjacent texture (s).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: At ceilings, mechanical room, data closet and elevator equipment room.
 - 2. Impact-Resistant Type: At interior walls.
 - 3. Mold-Resistant Type: At restroom and inside elevator hoistway.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
 - 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 - 3. Fastening Methods: Fasten base layers with screws; fasten face layers with adhesive and supplementary fasteners.

3.4 INSTALLATION OF CEMENT BACKING PANELS

- A. Cement Backing Board: Install where indicated with 1/4-inch gap where panels abut other construction or penetrations.
- B. Where backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners unless otherwise indicated.
 - 2. LC-Bead: Use at exposed panel edges.

3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile.
 - 3. Level 4: At mechanical room, data closet and elevator equipment room..
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
 - 4. Level 5: At all exposed wall and ceiling surfaces.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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SECTION 096513
RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Resilient base.
 2. Rubber finishing accessories.
- B. Related Sections:
1. Division 01, Section "Indoor Air Quality (IAQ) Management"
 2. Division 06, Section "Plastic-Laminate-Faced Architectural Casework"
 3. Division 09, Section "Gypsum Board".
 4. Division 10, Section "Solid Phenolic Lockers."

1.3 SUBMITTALS

- A. Product Data: For type of product indicated.
- B. Environmental Submittals:
- Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CALGreen).
1. All adhesives and sealants used are to meet requirements of SCAQMD Rule#1168 and Green Seal Standard GC-36 for Adhesives and Sealants.
 - a. For all adhesives and sealants provide documentation including printed statement of VOC content.
- C. Samples for Verification: Two sets for each type of product indicated, in manufacturer's standard-size of each resilient product color, texture, and pattern required.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Products: Subject to compliance with requirements, provide "Roppe" 1602 North Union Street, Fostoria, OH 44820, (800) 537-9527, Local Representative Contact: Paul Shaia (949) 829-7126, pshaia@roppe.com or approved equal.

2.2 RESILIENT BASE

- A. Rubber Wall Base
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Roppe, "Pinnacle" Series, or equal.
 - 2. Resilient Base Standard: ASTM F 1861.
 - 3. Material Requirement: Type TS (rubber, vulcanized thermoset).
 - 4. Manufacturing Method: Group I (solid, homogeneous).
 - 5. Profile: Standard Cove
 - 6. Minimum Thickness: 1/8"
 - 7. Height: 4 inches.
 - 8. Lengths: 48' per carton
 - 9. Color: As indicated on Drawings.

2.3 RESILIENT MOLDING ACCESSORY

A. Resilient Molding Accessory:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Roppe rubber accessories, or equal.

B. Products:

1. Reducer Trim (if indicated on drawings).
 - a. Profile and Dimensions: As indicated in Detail Drawings.
 - b. Colors and Patterns: As selected by Architect from full range of industry colors.

2.4 INSTALLATION MATERIALS

- ### A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

- ### B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Cove Base Adhesives: Not more than 50 g/L.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Jobsite formed corner installation: follow manufacturer's recommendations to install inside and outside corners.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096513

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SECTION 096519
RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Luxury Vinyl Tile.
- B. Related Sections:
1. Division 01, Section "Indoor Air Quality (IAQ) Management"
 2. Division 01, Section "Concrete Slab Moisture & PH Testing" for required testing prior to resilient tile flooring installation.
 3. Division 02, Section "Hazardous Materials Mitigation Asbestos & Lead Abatement."
 4. Division 09, Section "Tile Carpeting"
 5. Division 09, Section "Resilient Base and Accessories"

1.3 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of resilient floor tile that fails in materials or workmanship within specified warranty period.
1. A ten (10) year warranty on manufacturing defects and a ten (10) year wear warranty stating that product will not wear through (damage or affect) the printed film layer due to normal traffic. If a verified material failure occurs, the manufacturer will pay 100% of all reasonable labor costs for the warranty period (these costs will be determined by manufacturer).
- B. Installer's Warranty: 1 year.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Data: For type of product indicated.

- B. Samples for Verification: Two sets of each type of product indicated, in manufacturer's standard-size Samples but not less than 6" x 9", of each resilient product color, texture, and pattern required.
- C. Shop Drawings: For each type of resilient floor tile.
 - 1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation method indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials, including adhesive, in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F Store floor tiles on flat surfaces. Do not stack pallets. Failure to follow storage requirements will result in loss of warranty.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F For more than 95 deg F
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 MANUFACTURERS

- A. Subject to compliance with requirements, provide Luxury Vinyl Tile from J&J Flooring Group, (800)241-4586, www.jjflooring.com, or equal. Local Contact: Phil Botwick (310) 633-1503 phil.botwick@jjflooring.com

2.3 LUXURY VINYL TILE

- A. Style: Timeless V5011
1. Classification: ASTM F1700 Class III Type B.
 2. Total Thickness: 5mm.
 3. Wear Layer Thickness: 20 mil.
 4. Pattern Repeat: Random Wood Pattern.
 5. Finish/Coating: Enhanced UV Urethane w/Ceramic Bead.
 6. Dimensions: 9 in. x 48 in.
 7. Warranty: 10 year.
 8. Color: As shown on Drawings
 9. Added Antimicrobial: ZPT (Zinc Protective Technology).
 10. Protective Coating: ProSept ZPT (Zinc Protective Technology).
 11. Backing Class: Commercial Grade.
 12. Commercial Traffic: Heavy Commercial.
 13. Sq. ft. per piece / carton: 3 / 24.
 14. Weight per piece / carton: 5.53 lbs. / 44.25 lbs.
 15. Pieces per box: 8.
 16. Boxes per Pallet: 52.
 17. Testing Data:
 - a. Flexibility: Passes per ASTM F137.
 - b. Dimensional Stability: Passes per ASTM F2199.
 - c. Static Load: Passes per ASTM F970.
 - d. Residual Indentation: Excellent per ASTM F1914.
 - e. Critical Radiant Flux: Passes per ASTM E648.
 - f. Slip Resistance: Passes >0.5 ADA Compliant per ASTM C1028
 - g. Smoke Density: Passes <450 DMC per ASTM E662.

- h. Resistance to Light: Passes per ASTM F1515.
- i. Chemical Resistance: Passes per ASTM F925.
- j. Resistance to Heat: Passes per ASTM F1514.

18. Environmental Data:

- a. Indoor Air Quality: FloorScore® Certified.
- b. End of Life: 100% Recyclable.
- c. Flooring Radiant Panel: Class 1

2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesive System: J&J “Tile Tabs” glue-free installation system.
- C. Sealer: J&J “Commercial Premium Sealer” to prime and encapsulate old concrete.”

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.

3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 7 or more than 10 pH.
4. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 8.0 lb of water/1000 sq. ft. in 24 hours.
 - b. Relative Humidity Test: Using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 90 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay tiles in patterns as shown on drawings.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Finished Installation: Roll entire job with 75-100 lb. roller after completion of installation.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover floor tile until Substantial Completion.

END OF SECTION 096519

SECTION 096723 – RESINOUS FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes resinous flooring systems.
- B. The work includes, but is not limited to, providing all materials, labor, equipment and transportation to provide an epoxy resinous flooring system complete as indicated and as specified herein.
 - 1. Surface preparation.
 - 2. Primer, base coat, finish coat (anti-skid and smooth), and cove base.
 - 3. Accessories including stainless steel trim “J” or “L” strip.
 - 4. Existing Kitchen Equipment will be removed as noted on drawings prior to installation of Resinous Flooring.
 - 5. Cement backer board for use as substrate per drawings.
- C. Related Sections:
 - 1. Section 014524 “Concrete Slab Moisture & pH Testing” for required testing prior to flooring system installation.
 - 2. Section 021000 “Hazardous Materials Mitigation Specification Asbestos & Lead Abatement”.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Sustainable Design Submittals:
 - 1. Laboratory Test Reports: For flooring products, indicating compliance with requirements for low-emitting materials.
- C. Samples for Verification: Two samples, 6 inches square, applied to a rigid backing by Installer for this Project.

1.4 INFORMATIONAL SUBMITTALS

- A. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.

- B. Material Certificates: For each resinous flooring component, from manufacturer.
- C. Material Test Reports: For each resinous flooring system, by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Applicator shall have a minimum of five (5) years experience in application of the specified type of flooring.
- B. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components. Store under cover in a well-ventilated area.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

1.9 WARRANTY

- A. Provide one (1) year guarantee for material and installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Obtain secondary

materials, including patching and fill material, joint sealant, and repair materials, of type and from manufacturer recommended in writing by manufacturer of primary materials.

2.2 RESINOUS FLOORING

- A. Resinous Flooring System: Abrasion-, impact-, and chemical-resistant, aggregate-filled, and resin-based monolithic floor surfacing designed to produce a seamless floor and integral cove base.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Sunbelt Flooring, Inc. Phone: (909) 606-7623; Website: www.sunbeltflooring.com; "Heavy-Duty Sunbelt Flooring No. 1100 Chemical-Resistant Industrial Flooring," or equal approved by Architect.
- B. System Characteristics:
1. Color and Pattern: As selected by Architect from manufacturer's full range.
 2. Wearing Surface: Anti-skid clear topcoat at walkways; smooth topcoat under kitchen equipment as indicated on drawings.
 3. Overall System Thickness: 1/8" – 1/4"
 4. Federal Agency Approvals: USDA and FDA approved for food-processing environments.
 5. Designed for use in walk-in coolers and freezers and can handle temperature of 25 degrees F and higher.
- C. Joint Fillers and Crack Sealers: Provide product(s) recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated and that inhibits substrate cracks from reflecting through resinous flooring.
- D. Body (Base) Coats:
1. Product: As recommended by manufacturer's recommendations.
 2. Application Method: As recommended by manufacturer's written instructions.
 3. Number of Coats: As recommended by manufacturer's written instructions.
 4. Thickness of Coats: As recommended by manufacturer's written instructions.
 5. Aggregates: As selected by Architect from manufacturer's full range of available colors and sizes.
- E. Topcoats: Sealing or finish (wear layer) coats.
1. Product: As recommended by manufacturer's recommendations.
 2. Type: Clear.
 3. Number of Coats: As recommended by manufacturer's written instructions.
 4. Thickness of Coats: As recommended by manufacturer's written instructions.
- F. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
1. Compressive Strength: 10,700 psi minimum @ 7 days according to ASTM C 579.
 2. Tensile Strength: 2,700 psi minimum @ 28 days according to ASTM C 307.
 3. Flexural Strength: 4,600 psi minimum according to ASTM D 790.
 4. Water Absorption, Topcoat: 0.07 percent maximum @ 7 days according to ASTM C 413.
 5. Impact Resistance: 160 in-lbs according to ASTM D 2794.

6. ASTM C 531 "Standard test method for linear shrinkage and coefficient of thermal expansion of chemical resistant mortars, grouts, monolithic surfacings, and polymer concretes."
7. Abrasion Resistance: 30 wear index and 0.015g maximum weight loss according to ASTM D 4060.
8. Hardness: 87, Shore D according to ASTM D 2240.
9. Bond Strength: >376 psi (break in concrete) according to ASTM D 7234.
10. Static of Coefficient of Friction: 1.05 dry; 0.94 wet according to ASTM C 1028.
11. ASTM C 580 "Standard test method for flexural strength and modulus of elasticity of chemical resistant mortars, grouts, monolithic surfacings, and polymer concretes."
12. Flammability: "Standard test method for rate of burning and / or extent and time of burning of plastics in a horizontal position." ASTM D 635 Self-Extinguishing.

2.3 ACCESSORIES

- A. Stainless Steel Trim "J" or "L" Shape: Type 304 Stainless Steel trim to finish exposed edges of resinous flooring and sides of cove base.
- B. Cement Backer Board: Thickness as noted on drawings.
 1. Substrate as noted on drawings.

PART 3 - EXECUTION

3.1 PREPARATION OF EXISTING CONCRETE

- A. Insure structural substructure to receive flooring is designed to prevent random cracking and/or deflection. Provide adequate control and expansion joints. Finish shall be "light steel trowel finish." Flooring designed to follow contour of the concrete. Any desired slope should be incorporated into the concrete.
- B. Concrete to receive flooring shall be wet cured for a minimum of 28 days. Do not permit use of chemical surface curing agents that may interfere with adhesion.
- C. Substrates in contact with ground must have an effective vapor barrier to prevent potential problems resulting from hydrostatic or capillary moisture pressure. If moisture emissions exceed three (3) lbs. per 1,000 sq.ft., per 24 hours, or an RH more than 78%, a vapor emission system approved by the manufacturer will need to be installed prior to installation of resinous flooring.
- D. Variations in substrate level should not exceed 1/8 inch in 10 feet. Ensure deviations or deteriorated concrete is corrected prior to start of this work.
- E. Advise other trades of finish, fixtures, and fittings (e.g. painting; floor supported equipment; caulking; plumbing fixtures; etc.) shall not be installed until flooring is cured.
- F. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.
- G. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 1. Roughen concrete substrates as follows:

- a. Vacuum shot-blast ("Blastrac") surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup. Vacuum shot-blasting shall be with steel pellets for optimum surface profile in order for all sealers or adhesives to penetrate and bond. Dustless diamond cup grinding may be used in some instances in lieu of shot-blasting.
 - b. Comply with ASTM C 811 requirements unless manufacturer's written instructions are more stringent.
2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
 3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
 4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- H. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
1. Control Joint Treatment: Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.
- I. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.2 APPLICATION

- A. Apply components of resinous flooring system according to manufacturer's written instructions and recommendations to produce a uniform, monolithic wearing surface of thickness indicated.
1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 3. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details, including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
1. Integral Cove Base: As indicated on Drawings.
- C. Self-Leveling Body (Base) Coats: Trowel apply Sunbelt Flooring No. 1100 self-priming epoxy body coats in thickness indicated for flooring system.
1. Color/Texture Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- D. After first body coat is cured, sweep all loose aggregate (or flake).

- E. Topcoats: Trowel apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce a tight flat wearing surface.
- F. Non-Skid Aggregates: Broadcast onto surface of topcoat, then back roll for sealing.

3.3 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may, at any time and any number of times during resinous flooring application, require material samples for testing for compliance with requirements.
 - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
 - 3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.
- B. Core Sampling: At the direction of Owner and at locations designated by Owner, take one core sample per 1000 sq. ft. of resinous flooring, or portion of, to verify thickness. For each sample that fails to comply with requirements, take two additional samples. Repair damage caused by coring. Correct deficiencies in installed flooring as indicated by testing.

3.4 PROTECTION

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 096723

SECTION 096813

TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Modular Carpet
- B. Related Sections:
 - 1. Division 01 Section "Indoor Air Quality (IAQ) Management".
 - 2. Division 01 Section "Concrete Slab Moisture & PH Testing" for required testing prior to carpet tile installation.
 - 3. Division 02 Section "Hazardous Materials Mitigation Asbestos & Lead Abatement."
 - 4. Division 09 Section "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet.
 - 5. Division 09 Section "Resilient Tile Flooring."

1.3 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Environmental Submittals:
 - Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CALGreen)
 - 1. Provide Product Data:
 - a. Documentation indicating compliance with testing and product requirements of CRI's "Green Label Plus" program.
 - b. For installation adhesive, documentation including printed statement of VOC content.

C. Shop Drawings: Show the following:

1. Carpet tile type, color, and dye lot.
2. Type of subfloor.
3. Type of installation.
4. Pattern of installation.
5. Pattern type, location, and direction.
6. Type, color, and location of edge, transition, and other accessory strips.
7. Transition locations/details to other flooring materials.

D. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1. Carpet Tile:
 - a. (1) full size carpet tile for verification

E. Qualification Data: For Installer.

F. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.

G. Sample Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:

1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the International Certified Floor-covering Installers Association at the Master II certification level.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling".
- B. Store materials for 48 hours prior to installation in area of installation to achieve temperature stability unless recommended otherwise by manufacturer.
- C. Maintain minimum 65° F and below 90°F ambient temperature three days prior to, during, and 48 hours after installation of materials, unless recommended otherwise by carpet manufacturer.

- D. Do not install carpet unless concrete is sufficiently dry and complies with Carpet and Rug Institute's CRI 104, Section 6, or complies with manufacturer's requirements, and unless concrete pH range is as recommended by manufacturer.
- E. Do not install carpet until wet Work is complete and dry, and ambient temperature and humidity conditions are maintained as required by adhesive and carpet manufacturer.

1.7 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weather-tight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.

1.8 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Warranty Period: Lifetime Limited Warranty, Lifetime Limited Duracolor Stain Warranty, Lifetime Static.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide Luxury Vinyl Tile from J&J Flooring Group, (800)241-4586, www.jjflooring.com, or equal. Local Contact: Phil Botwick (310) 633-1503 phil.botwick@jjflooring.com

2.2 CARPET TILE

- A. Style: Elemental (7683)
 - 1. Construction: Tip sheared Patterned Loop
 - 2. Size: 24 in. x 24 in.
 - 3. Pile Density: 7417 oz/y³
 - 4. Gauge: 1/12 in.
 - 5. Face Weight: 18 oz / sq. yd.
 - 6. Fiber System: Encore SD ultima with recycled content
 - 7. Dye Method: Solution Dyed
 - 8. Backing Material: Nexus Modular
 - 9. Installation Method: Brick
 - 10. Color: As indicated on Drawings
 - 11. Environmental:
 - a. Total Recycled Content: 47.8%
 - b. Indoor Air Quality: GLP9716

- c. NSF140: Gold Certified
- 12. Product Testing:
 - a. Static: <3.0 KV (AATCC 134)
 - b. Surface Flammability: Class 1
 - c. Smoke Density: Less than 450 (ASTM E-662)
 - d. Lightfastness: yes

2.3 WALK-OFF CARPET TILE

- A. Style: Runway II (7267)
 - 1. Construction: Textured Loop
 - 2. Size: 24" x 24"
 - 3. Pile Density: 6607 oz/y³
 - 4. Gauge: 1/10
 - 5. Stitches per inch: 9
 - 6. Face weight: 34 oz/sy
 - 7. Fiber Type: Encore SD with recycled content.
 - 8. Dye Method: Solution Dyed
 - 9. Backing: Nexus Modular
 - 10. Color: As indicated on Drawings
 - 11. Environmental:
 - a. Total Recycled Content: 34.45%
 - b. Indoor Air quality: GLP9716
 - c. NSF 140: Gold Certified
 - d. Statistic Test: <3.0 KV (AATCC – 134)
 - e. Flooring Radiant Panel: Class1
 - f. Smoke Density: Less than 450 flaming (ASTM E662)
 - g. Lightfastness: yes

2.4 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesive System: J&J "TileTabs" glue-free installation system.
- C. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".
- D. Sealer: J&J "Commercialon Premium Sealer" to prime and encapsulate old concrete.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710, flooring manufacturer's requirements, and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond.
 - 2. Sub floors shall be free of cracks, ridges, depressions, scale, and foreign deposits which would telegraph through installed flooring.
- C. Prior to flooring installation, General Contractor to perform alkalinity testing.
 - 1. If testing indicates alkalinity levels of < 9, concrete floors must be neutralized prior to installation of flooring.
- D. Beginning of installation means acceptance of existing substrate and site conditions.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 CARPET INSTALLATION

- A. General:
 - 1. Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in Manufacturer's written instructions.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.

- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, and thresholds. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16 "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

3.5 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, which will ensure carpet is without damage or deterioration at the time of Completion.
 - 1. Protect as specified in CRI 104, Section 15.

END OF SECTION 096813

SECTION 097713 – STRETCHED-FABRIC WALL SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes site-upholstered acoustical/tackable wall systems
- B. Related Sections:
 - 1. Division 01 Section "Indoor Air Quality (IAQ) Management".
 - 2. Division 09 Section "Gypsum Board".

1.3 DEFINITIONS

- A. NRC: Noise reduction coefficient.
- B. SAA: Sound absorption average

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for stretched-fabric systems.
 - 2. Include furnished specialties and accessories.
- B. Environmental Submittals:
 - Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CALGreen).
 - 1. Provide Project Data: For installation adhesive, documentation including printed statement of VOC content.
- C. Shop Drawings: For each stretched-fabric system. Include installation and system details; details at head, base, joints, and corners; and details at ceiling, floor base and wall intersections. Indicate frame edge and core materials.
 - 1. Include Elevations showing panel sizes and direction of fabric weave and pattern matching.
- D. Samples for Verification: For the following products prepared on Samples of size indicated below.

1. Fabric: Submit manufacturer's standard size swatches of material indicated as facing for wall for all specified fabrics.
2. Track: Submit samples of manufacturer's specified "track."
3. Core Material: 6-inch square sample of each specified core material.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Elevations and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 1. Electrical outlets, switches, and thermostats.
 2. Items penetrating or covered by stretched-fabric systems.
- B. Qualification Data: For Installer.
- C. Product Certificates: For each type of stretched-fabric system.
- D. Sample Warranty: Manufacturer's Standard Warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For stretched-fabric systems to include in maintenance manuals. Include fabric manufacturer's written cleaning, stain-removal, re-stretching, and reupholstering recommendations.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of systems required for this Project.
- B. CBC 2013 Chapter 8 Interior Finishes – Section 803.13 Site-Fabricated Stretch System.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with fabric and stretched-fabric system manufacturers' written instructions for minimum and maximum temperature and humidity requirements for shipment, storage, and handling.
- B. Deliver materials in unopened bundles and store in a temperature-controlled dry place with adequate air circulation.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install stretched-fabric systems until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work at and above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Lighting: Do not install stretched-fabric systems until a permanent level of lighting is provided on surfaces to receive stretched-fabric systems.

- C. Air-Quality Limitations: Protect stretched-fabric systems from exposure to airborne odors such as tobacco smoke, and install systems under conditions free from odor contamination of ambient air.

1.10 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of stretched-fabric systems that fail in performance, materials, or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Acoustical performance.
 - b. Fabric sagging, distorting, or releasing from panel edge.
 - c. Warping of core.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Fabricmate Systems, Inc. (basis of design)
 - 2. Fabric Wallmount Systems, Inc.
 - 3. FabriTrak Systems, Inc.
- B. Source Limitations: Obtain stretched-fabric systems from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: Provide stretched-fabric systems meeting the following requirements as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 450 or less.
 - 2. Fire Growth Contribution: Comply with acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 265.

2.3 STRETCHED-FABRIC WALL SYSTEMS

- A. Stretched-Fabric Wall System: Manufacturer's standard system consisting of facing material stretched taught over a frame and core material and secured in the frame.

B. Core Materials: Tackable/Acoustical Re-Core ® notched to fit within track's perimeter.

1. NRC: ≥ 0.50
2. Thickness: 1/2 inch
3. Density: 9.4 pcf
4. Construction: semi-rigid, un-faced
5. Recycled content 100% Post Consumer Content
6. Formaldehyde Free

C. Frame-Edge Construction: Manufacturer's standard extruded plastic frame.

D. Track Profile: As indicated on Drawings.

E. Track Color: Natural

F. Panel Fabric: **C10**

1. Manufacturer: Xorel
2. Pattern and Color: As indicated on drawings.
3. Width: 56 inches
4. Pattern Repeat: N/A
5. Flame Retardancy: ASTM E84 Class A / Class 1

2.4 INSTALLATION MATERIALS

A. Installation Products, General: Concealed on back of system, recommended by stretched-fabric system manufacturer to support weight of system, fabric tension, and as follows:

B. Adhesives: As recommended by stretched-fabric system manufacturer.

1. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".

C. Fasteners: Manufacturer's standard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fabric, materials, substrates, areas, and conditions, with Installer present, for compliance with requirements, installation tolerances, and other conditions affecting performance of stretched-fabric systems.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each area and establish layout of panels and joints of sizes indicated on Drawings within a given area.
- B. Before installation, allow fabric to adjust and become stable in spaces where it will be installed in accordance with stretched-fabric system manufacturer's written instructions. Acclimatize fabric for minimum of 24 hours at ambient temperature and humidity conditions indicated for spaces when occupied for their intended use.

3.3 INSTALLATION

- A. General: Install stretched-fabric systems in accordance with system manufacturer's written instructions.
 - 1. Provide continuous perimeter frames of each profile indicated, designed to be inconspicuous when covered by fabric facing, with smooth edges, and with surface finish that will not telegraph through fabric facing.
 - 2. Install framing around penetrations.
 - 3. Tightly fit framing to adjacent construction and securely attach to substrate.
 - 4. Install core material with full coverage, flush with face of stretched-fabric system frame.
 - 5. Attach frame and core to substrate with adhesive or fasteners or both to support system and prevent deformation of components.
 - 6. Install jointed panels with bevel joints as indicated.
- B. Fabric Installation: Apply fabric monolithically in continuous run over area, without joints or reveals, except where panel joints or mid-span frames are indicated.
 - 1. Fabric Direction: Run fabric railroaded.
 - 2. Fabric Sequence: Maintain sequence of fabric drops; match and level fabric pattern and grain.
 - 3. Fabric Alignment: Install fabric with patterns or directional weaves so pattern or weave aligns with adjacent panels.
 - 4. Fabric Seams: Sewn seams are not permitted.
 - 5. Stretch and secure fabric to frame edges and so frame and frame attachment method are concealed by fabric unless otherwise indicated.
 - 6. Stretch fabric taught and square without puckers, ripples, or distortions. Acclimatize and re-stretch if recommended by stretched-fabric system manufacturer. Repair distortions, wrinkles, and sagging.

3.4 INSTALLATION TOLERANCES

- A. Edge Straightness: Plus or minus 1/16 inch.
- B. Variation from Level and Plumb: Plus or minus 1/16 inch.
- C. Variation of Panel-Joint Width: Not more than 1/16 inch from reveal line.

3.5 CLEANING

- A. Clip loose threads; remove pills and extraneous materials.
- B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION 097713

SECTION 099123 - INTERIOR PAINTING

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 surface preparation and the application of paint systems on the following interior substrates:
 - 1. Gypsum Board.
 - 2. Metal Cabinetry previously finished with factory-applied paint.
 - 3. Steel Doors and Frames.
 - 4. Interior Wood Doors.
 - 5. Acoustical Tile Panels.
- B. Related Sections include the following:
 - 1. Division 01 Section "Indoor Air Quality (IAQ) Management".
 - 2. Division 09 Section "Gypsum Board".

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on substrates they will be applied to, 8 in x 10" min.
 - 2. Label each Sample with paint system, color, gloss level, location and application area.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
- E. Environmental Submittals:

Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CalGreen).

 - 1. Provide Project Data:
 - a. For paint systems, documentation including printed statement of VOC content.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Provide mockups to set standard of installation quality of the following:
 - a. Acoustical tile panels, 16 sq ft.
 - b. (1) metal cabinet door, all six sides.
 - 2. Final approval of color selections will be based on mockups.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

1.8 EXTRA MATERIALS

At project completion provide at a minimum 1 gallon of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Dunn Edwards Corporation (basis of design)
 - 2. Sherwin Williams
 - 3. PPG Coatings
 - 4. Benjamin Moore

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Gypsum Board: 12 percent.
 3. Wood: 15 percent
- C. Metal surfaces must be dry prior to application of primer and topcoats.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 1. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
 2. Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation, and temperature requirements.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
1. SSPC – SP1 and SSPC – SP3
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Mechanical and Electrical Work: Paint items exposed in occupied spaces including, but not limited to, the following:
1. Mechanical Work:

- a. Un-insulated metal piping.
- b. Un-insulated plastic piping.
- c. Pipe hangers and supports.
- d. Metal ducts, without liner.
- e. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
- f. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

2. Electrical Work:

- a. All exposed electric conduit.
- b. Electrical equipment that is indicated to have a factory-primed finish for field painting.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Interior Wood Doors – Paint Type **P21B**:
1. Semi-Gloss Finish
 - a. 1st coat: Dunn Edwards, DECOPRIME DCPR00, Interior Cabinet, Door and Trim Primer, (50 g/L max VOCs).
 - b. 2nd coat: Dunn Edwards, DECOGLO DGLO50, Interior Cabinet, Door and Trim Paint, (50 g/L max VOCs).
 - c. 3rd coat: Dunn Edwards, DECOGLO DGLO50, Interior Cabinet, Door and Trim Paint, (50 g/L VOCc).
- B. Gypsum Board – Paint Type **P25B**:
1. Pre-Catalyzed Water-based Epoxy, Semi-Gloss Finish.
 - a. 1st coat: Dunn Edwards, ULTRA-GRIP SELECT, UGSLOO-1, Multi-Surface Primer, (3 g/L max VOCs).
 - b. 2nd coat: Dunn Edwards, ENDURACAT, ENPX50, Epoxy, (50 g/L max VOCs).
 - c. 3rd coat: Dunn Edwards, ENDURACAT, ENPX50, Epoxy, (50 g/L max VOCs).
- C. Metals (Ferrous and Non-Ferrous) - Paint Type **P28B**:
1. 100% Acrylic System, Semi-Gloss Finish
 - a. (1) Prime Coat at **Ferrous Metals**: Dunn Edwards, Bloc-Rust BLOC-RUST BRPR00-2-WH, Rust-inhibitive, Water-Based Primer, (50 g/L max VOCs).
- **OR** -
 - b. (1) Prime Coat at **Non-Ferrous Metals**: Dunn Edwards, ULTRA-GRIP PREMIUM UGPR00-1, Multi-Surface Primer (50 g/L max VOCs).
 - c. (2) Top/Finish Coats at **Interior Metals**: Dunn Edwards, EVEREST, EVER50, 100% Acrylic, (2 g/L max VOCs).
- **OR** -
 - d. (2) Top/Finish Coats at **Exterior Doors and Frames**: Dunn Edwards, ARISTOSHIELD ASHL50, (50 g/L max VOCs).
- D. Painted Metal Cabinetry - Paint Type **P28C**:
1. Ultra-low VOC enamel with oil – like finish, Low Sheen with tinted Primer.
 - a. 1st coat: Dunn Edwards, SUPER-LOC PREMIUM SLPR00-2-WH Bonding Primer; tinted to match final coat color, (50 g/L max VOCs).
 - b. 2nd coat: Dunn Edwards, ARISTOSHIELD Urethane Alkyd, ASHL 40, (50 g/L max VOCs).
 - c. 3rd coat: Dunn Edwards, ARISTOSHIELD Urethane Alkyd, ASHL 40, (50 g/L max VOCs).

- E. Refrigerator and Freezer Doors – **P28J:**
1. Epoxy Mastic Coating with High Solids Polyester Polyurethane Finish Coating, Satin to Low Sheen Semi-Gloss Finish.
 - a. 1st Coat: Caboline, RUSTBOND, penetrating primer/sealer, VOC compliant to current AIM regulations.
 - b. 2nd Coat: Carboline, CARBOTHANE 133MC, Aliphatic Acrylic-Polyester Polyurethane, (100 g/L max VOCs).
 - c. 3rd Coat: Carboline, CARBOTHANE 133MC, Aliphatic Acrylic-Polyester Polyurethane, (100 g/L max VOCs).
- F. Acoustic Tile Panels in food prep/handling areas – **P32B:**
1. Pre-Catalyzed Water-based Epoxy, Semi-Gloss Finish MPI (Gloss Level G5:35-70 units at 60° from perpendicular).
 - a. 1st coat: Dunn Edwards, BLOCK-IT, BIPR00, Stain-Blocking Primer, (50 g/L max VOCs).
 - b. 2nd coat: Dunn Edwards, ENDURACAT, ENPX50, Epoxy, (50 g/L max VOCs).
 - c. 3rd coat: Dunn Edwards, ENDURACAT, ENPX50, Epoxy, (50 g/L max VOCs).
- G. Acoustic Tile Panels in office area – **P32D:**
1. Flat Finish
 - a. 1st coat: Dunn Edwards, BLOCK-IT, BIPR00, Stain-Blocking Primer, (50 g/L max VOCs).
 - b. 2nd coat: Dunn Edwards, CEILING PAINT, CEIL10-0-LW8, premium Zero VOC dead flat ceiling paint (<5g/L VOCs).
 - c. 3rd coat: Dunn Edwards, CEILING PAINT, CEIL10-0-LW8 premium Zero VOC dead flat ceiling paint (<5g/L VOCs).

END OF SECTION 09 91 23

SECTION 101400 - SIGNAGE**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior Panel Signs: Fixed, frameless acrylic panel signs and accessories.
 - 2. Interior Panel Signs with changeable inserts.
 - 3. Exterior Panel Signs: Fixed, frameless magnesium or zinc panel signs and accessories.
 - 4. All supplementary parts and components, hardware, mounting adhesives or other miscellaneous supports and materials required for a complete installation.
- B. Related Sections:
 - 1. Division 01 Section "Indoor Air Quality (IAQ) Management".
- C. Refer to Drawings for sign types and locations.
- D. Refer to Message Schedule for detail references on the Drawings.
- E. Installation of all signs.

1.3 REGULATORY REQUIREMENTS

- A. Comply with the Americans with Disabilities Act (ADA) and with code provisions adopted by the State of California, Division of the State Architect (DSA).
- B. Signage shall be in compliance with 2016 California Building Code (CBC) Chapter 11B, Section 11B-201, 11B-603.2.3, 11B-603-8.1.2, and Section 11B-211.1.

1.4 SUBMITTALS

- A. General: Submittal procedures are according to the Conditions of the Contract and Division 1 "Submittal Procedures".
- B. Submit product data. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.

- C. Environmental Submittals:
Reference Standard: California Green Building Standards Code California Code of Regulations, Title 24, Part 11 (CALGreen).
1. Provide Project Data: For installation adhesive, documentation including printed statement of VOC content.
- D. Submit shop drawings to scale; indicating sign styles, large-scale details of wording, lettering font and height, Tactile and Braille layout including dimensions, Pictograms, foreground and background colors, fabrication methods, each sign location, edge details, mounting heights, and overall dimensions and thickness of each sign. Show attachments, layout, reinforcement, accessories, and installation/mounting details.
1. Sign Contractor is required to obtain an approved reviewed set of shop drawings (reviewed by the Architect) prior to fabricating any sign products.
- E. Submit proposed sign schedule for each sign, including message text/symbols and arrangement, sign location relative to room or door number, quantity, sign material and colors.
- F. Samples for Selection: For each type of sign material indicated, that involves color selection.
1. Provide samples approximately 4 inches square of each color selected.
- G. Project Specific samples for verification:
1. Must be reviewed prior to fabrication.
 2. Provide one sample each of the following specified sign types for each material used:
 - a. Interior Panel Signs: Tactile and Non-Tactile.
 - b. Changeable Insert Sign.
 - c. Exterior Panels Signs: Tactile and Non-Tactile.
 - d. Submit an initial series of changeable paper inserts (one each or as noted in drawings) for review and approval prior to installing paper insert components. Vendor is responsible for all paper inserts on this project.
 2. If approved, the samples will be returned for installation.
 3. The Owner reserves the right to add to and otherwise modify sign text and lettering layout during the shop drawing review phase at no additional cost to the Owner. Room numbers are indicated in the Message Schedule. All room numbering shall be verified by Owner's Representative at Pre-Construction Meetings.
- H. Manufacturer's Installation Instructions: Submit on adhesive & tape.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain signs through one source from a single manufacturer.

- B. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum five years documented experience and sufficient production capacity to produce sign units required without causing delay in the Work.
- C. Installer: Company experienced in installing signage similar to that indicated for this Project with a minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. All signage material shall be protected during fabrication, shipment, site storage and installation to prevent environmental damage or damage from other trades. Deliver signs in manufacturer's original boxes, properly labeled with corresponding sign message as the signs packed within. Store signs inside a well ventilated area and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.
- B. Store adhesive and attachment tape at ambient room temperatures.

1.7 PERFORMANCE REQUIREMENTS

- A. Sign finish shall comply with the following:
 - 1. Sign finish shall show no affect after repeated use of cleaners such as Graffiti Remove #1120 manufactured by Fine Organics Corp., Lodi, New Jersey.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Division 1 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not install signs when ambient temperature is lower than recommended by manufacturer. Maintain this minimum temperature during and after installation of signs. Provide adequate ventilation per adhesive manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers of Panel Signs: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:
 - 1. Signs of Success, Santa Maria (805) 925-7545
 - 2. Freedom Signs, Santa Barbara, CA (805) 965-1410
 - 3. Benton Signs and Designs, Santa Barbara, CA (805) 962-4455

2.2 MATERIALS

- A. Interior Panel Signs:

1. ADA Signage: Provide "Rowmark" single ply modified acrylic face plate with text pre-cut out of face mounted to 1/8" top-painted acrylic back plate.
 - a. Text will be drop-fitted into place.
 2. Non-ADA Signage: Provide "Rowmark" 1/16" non-glare acrylic face plate that is backpainted with sub-surface engraved, paint filled text. Face plate to be mounted to 1/8" top-painted acrylic back plate.
- B. Exterior Panel Signs (Tactile): Provide either photo-etched magnesium or zinc. Factory applied baked-on-acrylic polyurethane enamel UV inhibited painted non-glare matte finish.
- C. Exterior Panel Signs (Non-Tactile): Provide either magnesium or zinc. Factory applied baked-on-acrylic polyurethane enamel UV inhibited painted non-glare matte finish.
- D. Blank Acrylic backer panel: Provide a blank panel sign of same material, size and color for all signage installed on glass.
- E. Braille dots indicated on drawings shall have a domed or rounded shape and shall comply with CBC Table and Figure 11B-703.3.1.

2.3 PANEL SIGNS, GENERAL

- A. Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, attachment methods and details of construction. Comply with ADA Standards for Accessible design (ADASAD) and 2013 CBC Sections Chapter 11B Section 11B-703.
1. Produce smooth panel sign surfaces constructed to remain flat under installed conditions within tolerance of plus or minus 1/16 inch measured diagonally. Ease all edges and radius corners of signs. Saw marks, kerfs, rough or uneven edges are unacceptable. Edges shall be precision machined and visually smooth. All edges shall be painted with polyurethane paint; color as indicated in drawings.
 2. Size: As indicated on Drawings.
 3. Thickness:
 - a. Interior Panel Signs (Tactile and Non-Tactile): 1/4 inch thickness.
 - b. Exterior Panel Signs (Tactile and Non-Tactile): 1/8 inch thickness.
 4. Color: As selected by Architect from manufacturer's full selection range, unless otherwise indicated on drawings.
- B. Tactile and Braille Copy: Manufacturer's standard process for producing copy. Comply with the following:
1. Tactile Copy: Produce precisely formed characters, raised 1/32 inch minimum, with square, beveled, or rounded edges free from burrs and cut marks. 1/8 inch minimum

between two closest points of adjacent tactile characters, measured from the top surface of the characters.

2. Braille: Use rounded or domed California Braille dots per ANSI-117.1 703.5, integral to sign and same color as background, each distinct and separate. DOTS WITH STRAIGHT SIDES AND/OR FLAT TOPS WITH OR WITHOUT EASED EDGES ARE NOT READABLE FOR MANY BRAILLE USERS, AND ARE NOT ACCEPTABLE.

C. Mounting Accessories:

1. Adhesives: Non-staining and non-sagging, high shear and tensile strength, Adhesive shall not embrittle, crack or lose flexibility with exposure to heat. Adhesives shall be used in conjunction with Black Foam Tape.
 - a. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".
 - b. Interior panel signs: Pressure sensitive adhesive or high grade industrial silicone adhesive as recommended by the adhesive manufacturer for the substrates shown.
 - c. Exterior panel signs: Heavy Duty exterior grade, moisture and humidity resistant adhesive as recommended by the adhesive manufacturer for the substrates shown.
 - 1) "OSI Sealants, Inc." PL 400 VOC
 - 2) "Simpson Strong-Tie Anchor Systems" Epoxy-Tie SET
 - 3) "Macco" Liquid Nails Ultra Duty Poly LN-950
 - 4) Or proven equal.
2. Tape: 3M Scotch™ #4949 Black Acrylic Foam Tape (or proven equal), placed in ½" wide strips continuously around entire perimeter of panel.
3. Blank Backer Panels: Same dimensions of sign; mount to second face of glass to conceal adhesive, etc.

D. All graphic characters and symbols shall be painted. Applied Vinyl Die-cut characters or symbols created from vinyl film with pressure-sensitive adhesive backing are strictly prohibited. Any product submitted with Applied Vinyl Die-cut materials will be rejected and returned without review.

E. Graphic Content and Style: Provide sign copy that complies with requirements indicated for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.

2.4 CODE REQUIREMENTS FOR PANEL SIGNS

A. Finish and Contrast: Characters, symbols and their background shall have a nonglare finish. Characters and symbols shall contrast with their background, either light on a dark background or dark on a light background.

- B. Proportions: Raised characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I." Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character.
- C. Visual Characters: Shall comply with CBC Section 11B-703.5 and shall be 40" minimum above finish floor or ground
- D. Character Height: Raised characters shall be a minimum of 5/8 inches and a maximum of 2 inches high.
 - 1. Height from finish floor from baseline of character: 40 to ≤ 70 inches:
 - b. Horizontal viewing distance < 72 inches from finish floor: 5/8 inch minimum.
 - c. Horizontal viewing distance ≥ 72 inches: 5/8-inch plus 1/8 inch per foot of viewing distance above 72 inches.
 - 2. Height from finish floor from baseline of character > 70 to ≤ 120 inches:
 - d. Horizontal viewing distance < 180 inches from finish floor: 2 inches.
 - e. Horizontal viewing distance ≥ 180 inches from finish floor: 2-inches plus 1/8 inch per foot of viewing distance above 180 inches.
 - 3. Height from finish floor from baseline of character > 120 inches:
 - f. Horizontal viewing distance < 21 feet from finish floor: 3 inches.
 - g. Horizontal viewing distance ≥ 21 feet from finish floor: 3-inches plus 1/8 inch per foot of viewing distance above 21 feet.
- E. Raised Characters and Pictorial Symbol Signs: When raised characters are required or when pictorial symbols (pictograms) are used on such signs, they shall comply with CBC Section 11B-703.7 and they shall conform to the following requirements:
 - 1. Character Type. Characters on signs shall be raised 1/32 inch minimum and shall be sans serif uppercase characters accompanied by contracted (Grade 2) Braille complying with CBC 2013 Section 11B-703.3 and 11B-703.4.
 - 2. Character Size. Raised characters shall be a minimum of 5/8 inch and a maximum of 2 inches high.
 - 3. Pictorial Symbol Signs (Pictograms). Pictorial symbol signs (pictograms) shall be accompanied by the verbal description placed directly below the pictogram. The outside dimension of the pictogram field shall be a minimum of 6 inches in height.
 - 4. Character Placement. Characters and Braille shall be in a horizontal format. Braille shall be placed a minimum of 3/8 inch and a maximum of 1/2 inch directly below the tactile characters; flush left or centered. When tactile text is multi-lined, all Braille shall be placed together below all lines of tactile text.
 - 5. Proportions: Raised characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of

the uppercase letter "l." Stroke thickness of the uppercase letter "l" shall be 15 percent maximum of the height of the character.

- F. Braille: Per 11B-703.3.1 and Table 11B-703.3.1, Contracted (Grade 2) Braille shall be used wherever Braille is required. Dots shall be 0.100" on center in each cell with 0.300" space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 0.025" to 0.037" above the background. Braille dots shall be domed or rounded.
- G. Mounting Location and Height: Where permanent identification signs are provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space on the latch side, including at double leaf doors, signs shall be placed on the nearest adjacent wall, preferably on the right.
 - 1. Where permanent identification signage is provided for rooms and spaces they shall be located on the approach side of the door as one enters the room or space. Signs that identify exits shall be located on the approach side of the door as one exits the room or space.
 - 2. Signs with raised characters and Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest line of Braille and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest line of raised characters. Mounting location shall be determined so that a person may approach within 3 inches of signage without encountering protruding objects or standing within the swing of a door.
- H. Symbols of accessibility shall comply with CBC Section 11B-703.7

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, measurements and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Notify Owner in writing of unacceptable substrates or detrimental conditions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Beginning of installation means that installer accepts substrates and surfaces.
- C. Prior to installation, coordinate with Owner for removal of all wall mounted items which will interfere with signage installation.

3.2 INSTALLATION

- A. Prior to installation Contractor to arrange meeting with Architect at the site to inspect fabricated signs.

- B. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions. Provide adequate attachment adhesive materials. It shall be the sole responsibility of the Sign Contractor to provide adequate attachment adhesive materials. Use adhesive type recommended in writing by manufacturer to attach signs to irregular, porous, or vinyl covered surfaces. Any de-lamination or warping caused by the failure of mounting adhesives shall require repair and replacement of sign products at no expense to the Owner during the 'Guarantee to Repair Period' specified in the General Conditions.
1. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".
- C. Bond surfaces should be clean, structurally sound, dry, and free from all foreign materials which would adversely affect positive adhesion. Lightly sand bond areas of wall down to layer below paint prior to applying adhesive. Apply adhesive in a continuous bead and insure edges and center are adequately supplied to assure a complete and total bond.
- D. Install signs after doors and wall surfaces are finished, in locations indicated.
- E. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
- F. Interior and Exterior Panel signs shall be mounted to substrate with both black foam tape and adhesive, applied to back of sign. Drilling through signs or using exposed fasteners is not acceptable.

3.3 CLEANING AND PROTECTION

- A. After installation, clean and polish sign surfaces ensuring removal of all fingerprints, dirt, shavings, adhesive, dust particles, etc., according to the manufacturer's written instructions.
- B. Prior to leaving the installation location, clean the work area, walls, floor, etc., that may be soiled during the installation process. Protect units from damage until acceptance by the Owner.

3.4 SCHEDULES

- A. Text is provided for bidding purposes only; final verification will take place during submittal review.
- B. Message Schedule on Drawings:
1. Additional signs not listed here may be located throughout Project which are not associated with a door. See Drawings.

END OF SECTION 101400

SECTION 102623 - WALL & DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Rigid Sheet Wallcovering and trim.
 - 2. Wall Guard rail.
 - 3. Stainless Steel Corner Guards
 - 4. Stainless Steel End Wall Protectors.
 - 5. Custom Formed Door Frame Guards.
- B. Related Sections include the following:
 - 1. Division 01 Section "Interior Air Quality (IAQ) Management".
 - 2. Division 09 Section "Gypsum Board".
 - 3. Division 09 Section "Interior Painting".

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
- B. International Standards Organization for Standardization (ISO)
- C. National Fire Protection Association (NFPA)
- D. National Sanitation Foundation (NSF)
- E. Society of Automotive Engineers (SAE)
- F. International Standards Organization for Standardization (ISO)

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Submit written evidence that all materials proposed for use, conform to recommendations of the protective wallcovering manufacturer for warranted installations.
- C. Product data for each type of product specified.

- D. Shop drawings showing location and extent of each wall protection type. Indicate seams, termination points, trim and details of intersections. Indicate appropriate adhesives for specific project substrates.
- E. Samples for verification two sets each for the following:
 - 1. Rigid Sheet: 6" x 4" minimum.
 - 2. Rigid Sheet Trim: 6" long of each profile.
 - 3. Stainless Steel Corner Guard and End Wall Protector: 6" long of each.
 - 4. Wall Guard: 2" x 3" minimum.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of wall protection product to include in maintenance manuals.
 - 1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed 5 projects similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. The manufacturer shall provide written certification that the materials shipped to the job site meet all specified physical and performance requirements. Certification from the dealer or distributor will not be acceptable. Copies of test reports and corresponding literature shall accompany certification, along with one linear yard samples representing the quality level the contractor proposes to use.
- C. Imperfections such as engraving roller die marks, roller repeat marks, glossy surface appearance, or other features deemed not in conformance with the specified materials, will be cause for rejection by the Architect/Designer, if evidenced in either the submitted samples, or the manufactured material delivered to the job.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in unopened factory packaging to the jobsite.
- B. Inspect materials at delivery to assure that specified products have been received.
- C. Store in original packaging in a climate-controlled location away from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Space Enclosure and Environmental Limitations: Do not install wall protections until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, Work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.
- B. Temperatures
 - 1. Maintain substrate surface and ambient temperatures 65° - 80°F at 50% humidity unless required otherwise by manufacturer's instructions.
 - 2. Do not apply adhesive when substrate surface temperature or ambient temperature is below 65 degrees F.
 - 3. Maintain these conditions six (6) days before, during, and after installation of protective wallcovering.
- C. Lighting: Material should be installed under final lighting conditions.
- D. Wall Condition
 - 1. The wall surface should be clean, dry, structurally sound, and free of mildew, grease, dust, or other stains.
 - 2. Remove any existing wallcovering and adhesive.
 - 3. Room humidity should not exceed 50%.
 - 4. Wall surfaces should be primed with a high quality acrylic wallcovering primer as approved by manufacturer. Wall surfaces with significant color variation should be primed with a good quality pigmented wallcovering primer.

1.09 WARRANTY

- A. Submit manufacturer's written limited lifetime warranty against material manufacturing defects.
 - 1. All wallcovering materials when adhered to a sound surface with the manufacturer's recommended procedures and adhesive, shall be warranted free of manufacturing defects for a period of 5 years from the date of acceptance of the project.

PART 2 - MATERIALS

2.1 MANUFACTURER

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Inpro Corporation or equal. PO Box 406 Muskego, WI 53150; 800.222.5556.

- B. Source limitations: Obtain wall protection products from single source from single manufacturer.
- C. **Rigid Sheet:** "Continuum" rigid protective sheet; 100% chemical and stain resistant polyvinyl chloride. No plasticizer shall be added.
1. Sheet size: 4' x 10' wide
 2. Thickness: .080"
 3. Fire Performance Characteristics: Provide Continuum™ Rigid Sheet conforming with NFPA Class A fire rating. Surface burning characteristics as determined by ASTM E84 shall be flame spread of 25 or less and smoke development of 450 or less.
 4. Chemical and Stain Resistance: Provide material that shows resistance to stain when tested in accordance with ASTM D543. Continuum™ Rigid Sheet shall show "No Change" from reagents.
 5. Effect of Household Chemicals: Provide material that is effective against reaction to household chemicals when tested in accordance with ASTM D1308. Continuum™ Rigid Sheet shall show "No Change" from reagents.
 6. Mold Growth Resistance: Provide material that is resistant to mold growth when tested in accordance with ASTM D3273. Continuum™ Rigid Sheet shall show no growth.
 7. Abrasion Resistance: Provide material that is resistant to abrasion when tested in accordance with ASTM D4060. Continuum™ Rigid Sheet shall have a 0.01 % weight loss; CS-17 wheels 1,000 gram weight at 25 cycles.
 8. Impact Resistance: Provide material that is resistant to impact when tested in accordance to ASTM D4226. Continuum™ Rigid Sheet shall show a mean failure energy of 11.5 in-lbs.
 9. Fungi Resistance: Provide material that is resistant to fungi when tested in accordance to ASTM G21 and ISO 846 method A. Continuum™ Rigid Sheet shall show no fungal growth.
 10. Bacterial Resistance: Provide material that is resistant to bacteria when tested in accordance to ASTM G22 and ISO 846 method C. Continuum™ Rigid Sheet shall show no bacterial growth.
 11. Effect of Liquids: Provide material that is effective against reaction to liquids when tested in accordance with ISO 2812. Continuum™ Rigid Sheet shall have a "0" rating (no effect) from reagents.
 12. Cleanroom Particle Concentration: Provide Continuum™ Rigid Sheet that achieved an ISO class number of "Class 6" when evaluated using the test procedure outlined in VDI 2083-17 2013 section 6.2 (Particle Emission) and classified using ISO 14644.1-2015.

Provide Continuum™ Rigid Sheet that achieved a classification of "Class 5" when utilizing Federal Standard 209E for the determination for classification.

13. Indoor Air Quality: Provide material that passes the test requirements of ISO 16000-9. Continuum™ Rigid Sheet shall have a TVOC concentration of <5 µg/m³ and Styrene concentration was <1 µg/m³.
14. GREENGUARD Certified: Provide Continuum™ Rigid Sheet that has a GREENGUARD Gold Certification.
15. Color Consistency: Provide components matched in accordance with SAE J-1545 - (Delta E) with a color difference no greater than 1.0 units using CIE Lab, CIE CMC, CIE LCh, Hunter Lab or similar color space scale systems.
16. NSF Certified: Provide Continuum™ Rigid Sheet that is NSF certified.

D. Rigid Sheet Trim and Accessories

1. Trim
 - 61710 Top Cap; Length: 10' (3.04m)
 - 61810 Vertical Divider Bar; Length: 10' (3.04m)
 - 61910 Inside Corner; Length: 10' (3.04m)
2. Color Matched Caulk.
3. Two-Part Urethane Waterproof Sealant (Bright White)

E. Wall Guard: High impact "NuTree" recycled plastic wall guard.

1. NT-690, 5-1/2" H x 1-1/2" D and NT-695, 9-1/2"H x 1-1/2"D.
2. Fire Performance Characteristics: Provide Wall Guards conforming with NFPA Class B fire rating. Surface burning characteristics, as determined by ASTM E-84 shall be flame spread of 55 and smoke development of 450 or less.
3. Compression: Provide Wall Guards made of material that has a compression of 92,249 psi, secant modulus and 1,734 stress at 3% strain as tested in accordance with ASTM D6108, Standard Test Method for Compressive Properties of Plastic Lumber and Shapes.
4. Density: Provide Wall Guards made of material that has a density of .68559 grams/cubic centimeter as tested in accordance with ASTM D6111, Standard Test Method for Bulk Density and Specific Gravity of Plastic Lumber and Shapes by displacement.
5. Flexure: Provide Wall Guards made of material that has a flexure of 98,956 psi, secant modulus and 1,948 stress at 3% strain as tested in accordance with ASTM D6109, Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastic Lumber.
6. Fastener Shear: Provide Wall Guards made of material that has a fastener

shear maximum load of 2,464 pounds as tested in accordance with ASTM D6177, Standard Test Methods for Mechanical Fasteners in Plastic Lumber and Shapes.

F. Stainless Steel Corner Guards

1. Type 304 stainless steel, 16-gauge, No.4 Satin finish.
2. 3-1/2" wide wings; various heights as noted on drawings.
3. Manufacturer's recommendation field applied PL Premium Heavy-Duty adhesive.

G. Stainless Steel End Wall Protector

1. Custom Type 304 stainless steel, 16-gauge, No. 4 satin finish.
2. 3" wide wings; heights as noted on drawings, custom widths to accommodate existing wall conditions.
3. Corner radius – 1/8"
4. All edges to be deburred.
5. Manufacturer's recommended heavy-duty adhesive.

H. Custom Formed Door Frame Guard.

1. EnviroGT manufactured with "G2 BioBlend", blend of PETG and biopolymer.
2. .060" Thick.
3. Manufacturer's recommended adhesive method – 3M Fastbond 30 Contact Cement.
4. Color as noted on drawings.
5. Fire Performance Characteristics: Provide material conforming with NFPA Class A fire rating. Surface burning characteristics, as determined by ASTM E-84, shall be flame spread of 25 or less and smoke development of 450 or less.
6. Impact Strength: Provide materials that have been tested in accordance with the applicable provisions of ASTM D-256, Impact Resistance of Plastics.
7. Chemical and Stain Resistance: Provide material that shows resistance to stain when tested in accordance with applicable provisions of ASTM D-543.
8. Fungal and Bacterial Resistance: Provide material that does not support fungal or bacterial growth as tested in accordance with ASTM G-21 and ASTM G-22.
9. GREENGUARD Certified: Provide GREENGUARD Certified material. Profiles shall meet the requirements of GREENGUARD Certification Standards for Low-Emitting Products and GREENGUARD Product Emission Standard for Children & Schools.
10. Color Consistency: Provide components matched in accordance with SAE J-1545 – (Delta E) with a color difference no greater than 1.0 units using CIE Lab, CIE CMC, CIE LCh, Hunter lab or similar color space scale systems.

2.2 ADHESIVES & SEALANTS

A. Adhesive: Approved by Manufacturer.

1. All sealants and adhesives to be field-applied, within the building envelope must comply with VOC limits in Division 01 Section "Indoor Air Quality (IAQ) Management".

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Prepare substrates to achieve a smooth, dry, clean, sealed surface.

3.2 INSTALLATION, GENERAL

- A. General: Comply with wall protection manufacturers' written installation instructions applicable to products and application as indicated, except where more stringent requirements apply.
- B. Contractor shall examine surface for any imperfections; if found shall bring to the attention of the general contractor.
- C. Before cutting, examine pattern and color and determine that they are the correct pattern and color as specified.
- D. Locate the Rigid Sheet as indicated on the approved detail drawing for the appropriate substrate and in compliance with the manufacturer's installation instructions. Install level and plumb at the height indicated on the drawings.
Installation of Rigid Sheet
 1. Adhere to substrate with Titebond GREENchoice Fast Grab FRP Construction, a freeze-thaw stable, nonflammable, high strength, water based adhesive that trowels on and allows approximately 20 minutes working time before firming.
 2. Adhere to substrate with Titebond Advanced Polymer, a freeze-thaw stable, nonflammable, high strength, water-based adhesive that trowels on and allows approximately 20 minutes working time before firming.

3.3 PROTECTION

- A. Protect until construction activities are completed.

3.4 CLEANING

- A. Remove excess adhesive and caulking at finished seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended by wall protection manufacturer.

END OF SECTION 102623

SECTION 102800 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Mirror
- 2. Washroom accessories will be furnished and installed by the Owner.

B. Related Sections:

- 1. Division 06 Section "Miscellaneous Rough Carpentry": In-wall framing and plates for support of mirrors, placement of concealed anchor devices and placing of backing plate reinforcement.

1.3 COORDINATION

- A. Coordinate mirror locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

- B. Coordinate installation of backing plates and reinforcing or blocking in walls.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's special warranty.

1.6 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, visible silver spoilage defects.
- 2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Unless noted otherwise, Specification is based on products by Bobrick Washroom Accessories. Subject to compliance with requirements, approved accessories by one of the following may be used:
1. A & J Washroom Accessories.
 2. American Specialties, Inc.
 3. Bradley Corp.
 4. McKinney/Parker Washroom Accessories Corp.

2.2 MIRRORS

- A. Mirror Unit:
1. Basis of Design Product: Bobrick B-165 Series.
 2. Frame: 1/2-inch by 1/2-inch by 3/8-inch type 430 stainless-steel channel with bright polished finish, 1/4 -inch return at rear for Snap Locking Design. One piece frame with 90 degree mitere3d corners. Galvanized steel back with integral horizontal hanging brackets near the top for hanging the mirror and near the bottom to secure the mirror.
 3. Mirror Glazing: No. 1 quality, 1/4-inch tempered select float glass: selected for silvering, electrolytically copper-plated by the galvanic process. All edges protected by plastic filler strips; back is protected by full-size, shock-absorbing, water-resistant, nonabrasive 3/16-inch thick polyethylene padding.
 4. Concealed Wall Hangers: Snap Locking Design: 16 gauge cold-rolled galvanized steel. All-welded construction incorporates lower support member, forming rigid rectangle, which engages lower backplate louvers to keep bottom of mirror against wall.
 5. Size: As indicated on Drawings.

2.3 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.
- B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch minimum nominal thickness.
- C. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.
- D. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- E. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- F. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.4 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION 102800

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SECTION 105123 – SOLID PHENOLIC LOCKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes solid phenolic lockers.
- B. Related Sections
 - 1. Division 06 Section "Miscellaneous Rough Carpentry."
 - 2. Division 09 Section "Resilient Base and Accessories."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of solid phenolic locker.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of locker and bench.
- B. Shop Drawings: For solid phenolic lockers.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
 - 2. Show details full size.
 - 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 4. Show locations and sizes of cutouts and holes for items installed in lockers.
 - 5. Show locker fillers, trim, base, sloping tops, and accessories.
 - 6. Show locker numbering sequence.
- C. Samples for Verification: For the following products:
 - 1. Two sets of solid phenolic panels, not less than 6 by 4 inches.
 - 2. Exposed cabinet hardware and accessories, one unit for each type and finish.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver lockers until painting and similar operations that could damage lockers have been completed in installation areas. If lockers must be stored in other-than-installation areas, store only in areas where environmental conditions are the same as those in final installation location, and comply with requirements specified in "Field Conditions" Article.
- B. Deliver programming, manager bypass, and user keys to Owner by registered mail or overnight package service, addressed as follows:
 - 1. Contact name and address to be determined by Owner.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install lockers until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.
- B. Field Measurements: Where lockers are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support lockers by field measurements before being enclosed, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where lockers are indicated to fit to other construction, establish dimensions for areas where lockers are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of work specified in other Sections to ensure that lockers can be supported and installed as indicated.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of lockers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of locks or hardware.

- c. Deterioration of phenolic and other materials beyond normal use.
2. Warranty Period: 10 years from date of Substantial Completion against warping or delamination of material; 2 years from date of Substantial Completion against workmanship.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Flame-Spread Index: 25 or less.
 2. Smoke-Developed Index: 75 or less.
- B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 30 percent.
- C. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and 2013 California Building Code (CBC) Chapter 11B for toilet compartments designated as accessible.

2.2 SOLID PHENOLIC LOCKERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Phenolic Lockers by Hollman, Inc. 1825 W. Walnut Hill Lane, Irving, Texas, or equal acceptable to Architect.
 1. Representative Contact: Taylor Webb, Sales Consultant; email: taylor@hollman.com; ph. 913.424.2750..
- B. Regional Materials: Products shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
- C. Construction Style: Flush overlay.
- D. Locker Body: Fabricated from solid phenolic panels.
 1. Panels: 3/8 inch thick, except as indicated below.
 2. Top Panel: 1/2 inch thick.
 3. Bottom Panel: 1/2 inch thick.
 4. Intermediate Shelves for Multit-Tier Lockers: 1/2 inch thick.
- E. Doors: Fabricated from solid phenolic panels.
 1. Thickness: 1/2 inch.
 2. Corners: Radiused.
 3. Edges: Polished.

- F. End Panels: Match style, material, construction, and finish of solid phenolic doors.
 - 1. Thickness: 1/2 inch.
- G. Shelves: Fabricated from solid phenolic panels.
 - 1. Thickness: 1/2 inch.
- H. Corners and Filler Panels: 1/2-inch-thick panels. Match style, material, construction, and finish of solid phenolic doors.
- I. Continuous Finish Base, Where Occurs: Solid phenolic, 1/2-inch-thick panel that matches door faces; fabricated in lengths as long as practical to enclose base and base ends of lockers.
- J. Continuously Sloping Tops: Solid phenolic, 1/2-inch-thick panel that matches door faces for installation over lockers with separate flat tops. Fabricate tops in lengths as long as practical, without visible fasteners at splice locations. Provide fasteners, supports, and closures, as follows:
 - 1. Closures: Vertical-end type.
 - 2. Sloping-top corner fillers, mitered.
- K. Ventilation: Provide six 3/8-inch ventilation holes at back of top and intermediate shelves and one at front of bottom shelf.
- L. Solid Phenolic Colors:
 - 1. As noted on drawings.

2.3 HARDWARE

- A. General: Provide manufacturer's standard locker hardware complying with the requirements in this Section, except where indicated below.
- B. Digital Keypad Locks: Battery-powered electronic keypad with reprogrammable manager and owner codes that override access. Three consecutive incorrect code entries shall disable lock for three minutes.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Digilock; Model DAK1-STS1 Standard Body Keypad Lock with integral pull handle.
 - a. Designed for shared or temporary access by multiple users, with user-defined code to lock and unlock. Provide LED indicator to show when lock is in use.
- C. Butt Hinges: 2-3/4-inch, five-knuckle steel hinges; back mounted.
 - 1. Provide two hinges for multi-tier units.
 - 2. Provide three hinges for full-height doors.
- D. Hooks: Manufacturer's standard, gray nylon colored throughout. Attach hooks with at least two fasteners.
 - 1. Provide one double-prong ceiling hook and two single-prong wall hooks for each compartment of lockers.

- E. Limit Arms: Manufacturer's standard limit arm opening no more than 90 degrees.
- F. Exposed Hardware Finishes: Stainless steel, unless otherwise indicated.

2.4 ACCESSORIES

- A. Number Plates: Manufacturer's standard etched, embossed, or stamped plates with white numbers and letters at least 5/8-inch-high up to four alphanumeric characters on contrasting background. Identify lockers as indicated in manufacturer-provided schedule as part of Submittal..

2.5 FABRICATION

- A. Fabricate each locker with shelves, an individual door and frame, an individual top, a bottom, and a back, and with common intermediate uprights separating compartments.
 - 1. Fabricate lockers to dimensions, profiles, and details indicated.
- B. Fabricate components square, rigid, without warp, and with finished faces flat and free of scratches and chips. Accurately factory machine components for attachments. Make joints tight and true.
 - 1. Fabricate lockers using manufacturer's standard construction, with joints made with dowels, dados, or rabbets. Dado side panels to receive shelving except where indicated to be adjustable.
- C. Accessible Lockers: Fabricate as follows:
 - 1. Locate bottom shelf no lower than 15 inches above the floor.
 - 2. Where hooks, coat rods, or additional shelves are provided, locate no higher than 48 inches above the floor.
- D. Number Plates: Fabricated number plates using manufacturer's standard construction, surface-mounted with permanent adhesive and integral with the locking mechanism.
- E. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible, before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended, and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.
- F. Shop cut openings, to maximum extent possible, to receive hardware, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls, and floors, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Condition lockers to average prevailing humidity conditions in installation areas before installation.
- B. Before installing lockers, examine factory-fabricated work for completeness and complete work as required, including removal of packing.

3.3 INSTALLATION

- A. Install solid phenolic base, where occurs not installed on concrete curb by others.
- B. Install lockers level, plumb, and true; use concealed shims.
- C. Connect groups of lockers together with manufacturer's standard stainless steel fasteners, through predrilled holes, with no exposed fasteners on face frames. Fit lockers accurately together to form flush, tight, hairline joints.
- D. Install lockers without distortion so doors fit openings properly and are accurately aligned. Adjust hardware to center doors in openings, providing unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 1. Installation Tolerance: No more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line. Shim as required with concealed shims.
- E. Locker Anchorage: Fasten lockers through back, near top and bottom, at ends with No. 8 pan-head sheet metal screws through metal backing or metal framing behind wall finish and spaced not more than 16 inches o.c.
- F. Scribe and cut corner and filler panels to fit adjoining work using fasteners concealed where practical. Repair damaged finish at cuts.
- G. Attach sloping-top units to lockers, with end panels covering exposed ends.
- H. Install number plates after lockers are in place.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean, lubricate, and adjust hardware. Adjust doors to operate easily without binding. Verify that integral locking devices operate properly.

- B. Protect lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit use during construction.
- C. Touch up marred finishes, or replace lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by locker manufacturer.

END OF SECTION 105123

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**SECTION 110100
REMOVAL AND REINSTALLATION OF EXISTING EQUIPMENT**

PART 1 – GENERAL

1.01 SUMMARY

- A. Existing equipment and products removed, stored on site, and reinstalled by this contract.
 - 1. As indicated on drawings.
 - 2. Utilities disconnected and reconnected by licensed contractor.
 - 3. Utilities turned off and on by the District.
 - 4. Connections, fasteners and anchors required for proper attachment of equipment.
 - 5. Provide storage unit to house equipment.
 - 6. Coordinate reinstallation with Pipe Support per plumbing and electrical.

- B. Related Sections:
 - 1. Division 01 “Execution”.
 - 2. Division 09 “Resinous Flooring”
 - 3. Division 11 “Foodservice Equipment”

1.02 QUALITY ASSURANCE

- A. Installer qualifications: Company specializing in performing work for Institutional kitchen equipment, including removal and reinstallation of equipment, with minimum five years documented experience.

- B. Final gas, plumbing and electrical connections to be performed respectively by licensed mechanical and electrical contractors.

1.03 COORDINATION

- A. Removal of equipment:

The work includes providing support system to remove and disconnect the District’s equipment including plumbing, mechanical and electrical connections, and store them in outside covered area, adjacent to the kitchen on north side of Cafeteria Building.

 - 1. Kitchen Equipment Contractor will arrange and provide storage unit to house equipment at location as indicated on drawings.
 - 2. Prior to removal of equipment, the District and the Kitchen Equipment Contractor will inspect items for damage. Kitchen Equipment Contractor shall be present for and assist in the District’s inspection.

3. If equipment items are damaged, defective, or missing, the District will arrange for replacement.
4. Contractor shall notify the Architect of discrepancies or anticipated problems in removal of equipment.
5. Any cutting of stainless steel equipment to accommodate removal must be completed by stainless steel fabricator in order to move them out from the room.
6. Kitchen Equipment Contractor is responsible for moving and handling all equipment items at project site.
7. If any equipment items are damaged as a result of Kitchen Equipment Contractor's operation, Kitchen Equipment Contractor shall repair or replace them.

B. Reinstallation of equipment:

The work includes providing support system to reinstall and reconnect all equipment including mechanical, plumbing and electrical connections.

1. Kitchen Equipment Contractor is responsible for moving and handling Owner equipment from storage area to their original locations.
2. Kitchen Equipment Contractor to furnish all labor, tools, connections, fasteners and anchors required to complete the installation of all equipment including all incidental work necessary to make the re-installation complete, satisfactory and ready for operation.
3. Kitchen Equipment Contractor to use the same methods of attachment/connections to wall or floor as existing.
4. Repair of any damage to building resulting from work of this section.
5. Weld, grind and polish all stainless steel equipment sections into uninterrupted integral units. This work shall meet N.S.F. (National Sanitary Foundation) and Local Health Department standards.
6. Kitchen Equipment Contractor is responsible for all reinstalled equipment "Start-up".

PART 2 – PRODUCTS

2.01 EQUIPMENT

- A. As indicated on drawings.

PART 3 – EXECUTION**3.01 EXAMINATION**

- A. Prior to equipment removal, verify all outlets, utility, and electrical service connections and coordinate disconnection from services by a licensed electrician or plumber.
- B. Inspect substrates and conditions under which the work of this section will be performed, and verify that installation properly may commence. Do not proceed with the work until unsatisfactory conditions have been resolved fully.

3.02 PREPARATION

- A. Evaluate access to various areas for moving out equipment and coordinate with the District. Inspect flooring of the area designated where all equipment will be stored and protected.
- B. Clean substrate, removing projections and substances detrimental to the work; comply with recommendations of the manufacturer of products to be installed for proper preparation procedures.
- C. Mask off otherwise protected adjacent surfaces not scheduled to receive products of this section.

3.03 INSTALLATION

- A. General: Comply with manufacturer's instructions, except where more stringent requirements are shown or specified and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Coordinate connection to services by licensed plumber and electrician where required.

3.04 ADJUSTING

- A. Final Adjustments: Upon achieving substantial completion of the work, test and adjust all operable components to ensure that they are properly installed and functioning smoothly. Replace any component which cannot be adjusted for proper operation.

3.05 CLEANING

- A. During progress of the work, remove from project site all discarded materials, rubbish, and debris resulting from the work.
- B. Upon completion, clean all surfaces, which have become soiled or coated as a result of work of this section, using proper methods that will not scratch or otherwise damage finished surfaces.
 - 1. For cleaning, use only products and techniques acceptable to the manufacturer of products being cleaned.

3.06 PROTECTION

- A. General: Institute protective procedures and install protective materials as required to ensure that work of this section will be without damage or deterioration at substantial completion.

END OF SECTION

SECTION 114000 – FOODSERVICE 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. Section Includes:
 - 1. Fabricated, stainless steel wall paneling, open shelving, utensil rack and replacement drawer front.
 - 2. Vented polypropylene shelving system.
- B. Related Sections:
 - 1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips for installing wall-hung items.
 - 2. Division 09 Section "Gypsum Board" for patching.
 - 3. Division 09 Section "Interior Painting" for painting drawer front.
 - 4. Division 11 Section "Removal and Reinstallation of Existing Equipment."

1.3 COORDINATION

- A. Coordinate foodservice equipment layout and installation with other work and existing elements.

1.4 SUBMITTALS

- A. General: submit each item in this Article according to the conditions of the contract and Division 1 Specification Sections.
- B. Shop Drawings: For fabricated equipment. Include plans, elevations, sections, roughing-in dimensions, fabrication details, and attachments to other work.
 - 1. Key equipment using same designations as indicated on Drawings.
 - 2. Include plans and elevations; clearance requirements for equipment access and maintenance; details of equipment supports.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For stainless steel equipment and for Vented Polypropylene Shelving System.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing food service equipment, who has completed installations similar in design and extent to that

indicated for this Project, and who has a record of successful in-service performance.

- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing food service equipment with a record of successful in service performance.
- C. Source Limitations: Obtain each type of food service equipment through one source from a single manufacturer.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of construction contiguous with foodservice equipment by field measurements before fabrication. Indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. NSF Standards: Provide equipment that bears NSF Certification Mark or UL Classification Mark certifying compliance with applicable NSF standards.
- B. Seismic Restraints: Comply with SMACNA's "Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines," Appendix A, "Seismic Restraint Details," unless otherwise indicated.

2.2 FABRICATED EQUIPMENT

- A. Materials and Finish, General:
 - 1. Material: Stainless-steel sheet, ASTM A 240/A 240M, austenitic stainless steel, Type 304.
 - 2. Finish: Directional satin finish, No. 4.
- B. Stainless-Steel Wall Paneling:
 - 1. Description: Wall mounted with 45° turndowns at perimeter.
 - a. Thickness: As indicated on Drawings.
 - b. Edge: As indicated on Drawings.
- C. Stainless-Steel Open Shelves:
 - 1. Description: Wall mounted.
 - a. Shelves:
 - 1) Thickness: As indicated on Drawings.
 - 2) Edge: As indicated on Drawings.
 - b. Support Brackets:
 - 1) Thickness: As indicated on Drawings.
 - 2) Shape: As indicated on Drawings.

- D. Stainless Steel Utensil Rack:
 - 1. Description: Solid stainless-steel dowel, as indicated on drawings.
- E. Steel Drawer Front:
 - 1. Fabricate to match existing adjacent.
- F. Vented Polypropylene Shelving System:
 - 1. Manufacturer: Cambro
 - 2. Model: Camshelving Premium Series
 - 3. 5 tier, 24" deep shelving units, posts to be 84" high. Posts and traverses shall be made of steel metal core with thick polypropylene covers. Shelf plates shall be removable for cleaning. Shelf plates shall contain CamGuard, an antimicrobial technology that inhibits the growth of mold, fungus and bacteria. Shelves to be vented. Posts shall have dovetails that allow shelves to be adjusted in 4" increments.
 - 4. Provide with CSRDB donut bumper and CSCTL casters with break at mobile unit.
 - 5. "Life Time Warranty" against rust and corrosion; NSF approved.
 - 6. Verify sizes for shelves and posts by field measuring prior to ordering.
 - 7. Provide and install with wall fasteners except at mobile unit.

2.3 MISCELLANEOUS MATERIALS

- A. Installation Accessories, General: NSF certified for end-use application indicated.
- B. Elastomeric Joint Sealant: ASTM C 920; silicone. Type S (single component), Grade NS (nonsag), Class 25, Use NT (nontraffic) related to exposure, and Use M, G, A, or O as applicable to joint substrates indicated.
 - 1. Public Health and Safety Requirements:
 - a. Sealant is certified for compliance with NSF standards for end-use application indicated.
 - b. Washed and cured sealant complies with the FDA's regulations for use in areas that come in contact with food.
 - 2. Cylindrical Sealant Backing: ASTM C 1330, Type C, closed-cell polyethylene, in diameter greater than joint width.

2.4 FINISHES

- A. Stainless-Steel Finishes:
 - 1. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
 - 2. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - a. Run grain of directional finishes with long dimension of each piece.
 - b. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- B. Steel (for replacement drawer front):
 - a. Prime for painted finish.

PART 3 - EXECUTION

3.1 FABRICATION, GENERAL

- A. When construction materials and details are not otherwise specified or detailed, they shall conform to SMACNA's Kitchen Equipment Fabrication Guidelines.”
- B. Prior to fabrication, fabricator shall prepare and submit for approval shop drawings that contain complete list of materials and fully dimensioned illustrations of all equipment items. Details of attachment of the equipment to the building structure and to other equipment and utility services shall be included in the submittal.
- C. Metals shall not be combined in a manner that would result in corrosion from galvanic action.

3.2 INSTALLATION

- A. Install foodservice equipment level and plumb, according to manufacturer's written instructions.
- B. Complete equipment assembly where field assembly is required.
 - 1. Provide closed butt and contact joints that do not require a filler.
 - 2. Grind field welds on stainless-steel equipment until smooth and polish to match adjacent finish.
- C. Install joint sealant in joints between equipment and abutting surfaces with continuous joint backing unless otherwise indicated. Produce airtight, watertight, vermin-proof, sanitary joints.

3.3 CLEANING AND PROTECTING

- A. After completing installation of equipment, repair damaged finishes.
- B. Clean and adjust equipment as required to produce ready-for-use condition.
- C. Protect equipment from damage during remainder of the construction period.

END OF SECTION 114000

SECTION 122113 – HORIZONTAL LOUVER BLINDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Horizontal louver blinds with aluminum slats.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting horizontal louver blinds and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: For horizontal louver blinds, include fabrication and installation details.

- C. Samples for Initial Selection: For each type and color of horizontal louver blind.

- 1. Include Samples of accessories involving color selection.

- D. Samples for Verification: For each type and color of horizontal louver blind indicated.

- 1. Slat: Not less than 12 inches long.
 - 2. Tapes: Full width, not less than 6 inches long.
 - 3. Horizontal Louver Blind: Full-size unit, not less than 16 inches wide by 24 inches long.
 - 4. Valance: Full-size unit, not less than 12 inches wide.

- E. Product Schedule: For horizontal louver blinds. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For horizontal louver blinds to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Horizontal Louver Blinds: Full-size units equal to 5 percent of quantity installed for each size, color, texture, pattern, and gloss indicated, but no fewer than two units.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver horizontal louver blinds in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install horizontal louver blinds until construction and wet-work and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where horizontal louver blinds are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain horizontal louver blinds from single source from single manufacturer.

2.2 HORIZONTAL LOUVER BLINDS, ALUMINUM SLATS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Hunter Douglas Contract; CD88, or a comparable product approved by Architect.
- B. Slats: Aluminum; alloy and temper recommended by producer for type of use and finish indicated; with crowned profile and radius corners.
 - 1. Width: 1 inch.
 - 2. Thickness: Manufacturer's standard.
 - 3. Spacing: Manufacturer's standard.
 - 4. Finish: Ionized antistatic, dust-repellent, baked polyester finish.
 - 5. Features:
 - a. De-Light routless feature for maximum light control and privacy.

- C. Headrail: Formed steel or extruded aluminum; long edges returned or rolled. Headrails fully enclose operating mechanisms on three sides.
 - 1. Capacity: One blind per headrail unless otherwise indicated.
 - 2. Ends: Capped or plugged.
 - 3. Manual Lift Mechanism:
 - a. Lift-Cord Lock: Variable; stops lift cord at user-selected position within blind full operating range.
 - b. Operator: Extension of lift cord(s) through lift-cord lock mechanism to form cord pull.
 - 4. Manual Tilt Mechanism: Enclosed worm-gear mechanism and linkage rod that adjusts ladders.
 - a. Tilt: Full.
 - b. Operator: Dual cord.
 - 5. Manual Lift-Operator and Tilt-Operator Lengths: Manufacturer's standard.
 - 6. Manual Lift-Operator and Tilt-Operator Locations: Manufacturer's standard unless otherwise indicated.
- D. Bottom Rail: Formed-steel or extruded-aluminum tube that secures and protects ends of ladders and lift cords and has plastic- or metal-capped ends.
 - 1. Type: Manufacturer's standard.
- E. Lift Cords: Manufacturer's standard braided cord.
- F. Ladders: Evenly spaced across headrail at spacing that prevents long-term slat sag.
 - 1. Type: Braided cord.
- G. Valance: Manufacturer's standard.
- H. Mounting Brackets: With spacers and shims required for blind placement and alignment indicated.
 - 1. Type: Wall and overhead.
 - 2. Intermediate Support: Provide intermediate support brackets to produce support spacing recommended by blind manufacturer for weight and size of blind.
- I. Hold-Down Brackets and Hooks or Pins: Manufacturer's standard, at operable door installations only.
- J. Colors, Textures, Patterns, and Gloss:
 - 1. Slats: 318 Silver Cloud.
 - 2. Components: Provide rails, cords, ladders, and materials exposed to view matching or coordinating with slat color unless otherwise indicated.

2.3 HORIZONTAL LOUVER BLIND FABRICATION

- A. Product Safety Standard: Fabricate horizontal louver blinds to comply with WCMA A 100.1 including requirements for corded, flexible, looped devices; lead content of components; and warning labels.

- B. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F:
 - 1. Between (Inside) Jamb Installation, Interior Windows: Width equal to jamb-to-jamb dimension of opening in which blind is installed less 1/4 inch per side or 1/2 inch total, plus or minus 1/8 inch. Length equal to head-to-sill dimension of opening in which blind is installed less 1/4 inch, plus or minus 1/8 inch.
 - 2. Outside of Jamb Installation, Glazed Doors and Sidelites: Width and length as indicated, with terminations between blinds of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Concealed Components: Noncorrodible or corrosion-resistant-coated materials.
 - 1. Lift-and-Tilt Mechanisms: With permanently lubricated moving parts.
- D. Mounting and Intermediate Brackets: Designed for removal and reinstallation of blind without damaging blind and adjacent surfaces, for supporting blind components, and for bracket positions and blind placement indicated.
- E. Installation Fasteners: No fewer than two fasteners per bracket, fabricated from metal noncorrosive to brackets and adjoining construction; type designed for securing to supporting substrate; and supporting blinds and accessories under conditions of normal use.
- F. Color-Coated Finish:
 - 1. Metal: For components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install horizontal louver blinds level and plumb, aligned and centered on openings, and aligned with adjacent units according to manufacturer's written instructions.
 - 1. Locate so exterior slat edges are not closer than 2 inches from interior faces of glass and not closer than 1-1/2 inches from interior faces of glazing frames through full operating ranges of blinds.
 - 2. Install mounting and intermediate brackets to prevent deflection of headrails.
 - 3. Install with clearances that prevent interference with adjacent blinds, adjacent construction, and operating hardware of glazed openings, other window treatments, and similar building components and furnishings.

3.3 ADJUSTING

- A. Adjust horizontal louver blinds to operate free of binding or malfunction through full operating ranges.

3.4 CLEANING AND PROTECTION

- A. Clean horizontal louver blind surfaces after installation according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures that horizontal louver blinds are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged horizontal louver blinds that cannot be repaired in a manner approved by Architect before time of Substantial Completion.

END OF SECTION 122113

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SECTION 123661 – COMPOSITE COUNTERTOPS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY**A. Section Includes:**

- 1. Solid surface material countertops with undermount sinks, self-cove backsplashes, and end splashes.

B. Related Requirements:

- 1. Division 06 Section "Architectural Cabinets."
- 2. Division 06 Section "Joint Sealants."

1.3 ACTION SUBMITTALS**A. Product Data:** For countertop materials.**B. Shop Drawings:** For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

- 1. Show locations and details of joints.
- 2. Show direction of directional pattern, if any.

C. Two sets of samples for Verification: For the following products:

- 1. Countertop material, 4 inches square.

1.4 INFORMATIONAL SUBMITTALS**A. Qualification Data:** For fabricator.**1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of countertops.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Wilsonart, or a comparable product approved by Architect.
 - 2. Type: Provide Standard type unless Special Purpose type is indicated.
 - 3. Colors and Patterns: As indicated on Drawings.
- B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.2 COUNTERTOP FABRICATION

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 - 1. Grade: Premium.
- B. Configuration:
 - 1. Front: As indicated on Drawings.
 - 2. Backsplash: As indicated on Drawings.
 - 3. End Splash: Matching backsplash.
- C. Countertops: 1/2-inch- thick, solid surface material with front edge built up with same material.
- D. Backsplashes: 1/2-inch- thick, solid surface material.

- E. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
- F. Joints: Fabricate countertops in sections for joining in field, as approved by Architect in Shop Drawings.
 - 1. Joint Locations: Not within 18 inches of a sink and not where a countertop section less than 36 inches long would result, unless unavoidable.
 - 2. Splined Joints: Accurately cut kerfs in edges at joints for insertion of metal splines to maintain alignment of surfaces at joints. Make width of cuts slightly more than thickness of splines to provide snug fit. Provide at least three splines in each joint.
- G. Cutouts and Holes:
 - 1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
 - a. Provide vertical edges, slightly eased at juncture of cutout edges with top and bottom surfaces of countertop and projecting 3/16 inch into fixture opening.
 - b. Provide vertical edges, rounded to 3/8-inch radius at juncture of cutout edges with top surface of countertop, slightly eased at bottom, and projecting 3/16 inch into fixture opening.
 - c. Provide 3/4-inch full bullnose edges projecting 3/8 inch into fixture opening.
 - 2. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

2.3 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.
 - 1. Adhesives shall have a VOC content of 70 g/L or less.
- B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet, 1/4 inch maximum. Do not exceed 1/64-inch difference between planes of adjacent units.

- B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Pre-drill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- C. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.
- D. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- E. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
 - 1. Install metal splines in kerfs in countertop edges at joints. Fill kerfs with adhesive before inserting splines and remove excess immediately after adjoining units are drawn into position.
 - 2. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.
- F. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.
- G. Install aprons to backing and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears. Fasten by screwing through backing. Pre-drill holes for screws as recommended by manufacturer.
- H. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
 - 1. Seal edges of cutouts in particleboard subtops by saturating with varnish.
- I. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661