

# ROSEMEAD SCHOOL DISTRICT



**BID #20/21-0002 RSD-FIRE ALARM UPGRADE PROJECT-ENCINITA & MUSCATEL SCHOOLS**

## **CONTRACT DOCUMENTS**

NOTICE: DIVISION 00 OF THIS PROJECT MANUAL FOR THE MUSCATEL MIDDLE SCHOOL FIRE ALARM UPGRADE PROJECT TO BE USED IN CONJUNCTION WITH THE ENCINITA ELEMENTARY SCHOOL FIRE ALARM UPGRADE PROJECT

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**Bid Deadline:** **March 16, 2021 at 2:00 p.m.**

## TABLE OF CONTENTS

	<u>Page No.</u>
NOTICE INVITING BIDS.....	1
INSTRUCTIONS TO BIDDERS .....	3
BID FORM .....	11
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.....	13
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION .....	15
BID BOND .....	16
DESIGNATION OF SUBCONTRACTORS.....	20
INFORMATION REQUIRED OF BIDDERS.....	22
ASBESTOS-FREE MATERIALS CERTIFICATION.....	28
RECYCLED CONTENT CERTIFICATION .....	30
CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS.....	32
CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS.....	33
DRUG-FREE WORKPLACE CERTIFICATION.....	34
NON-COLLUSION DECLARATION .....	37
CONTRACT.....	38
PERFORMANCE BOND.....	41
PAYMENT BOND .....	46
GENERAL CONDITIONS.....	51
TECHNICAL SPECIFICATIONS (PROVIDED UNDER SEPARATE COVER).....	103
PLANS AND DRAWINGS (PROVIDED UNDER SEPARATE COVER).....	104

## ROSEMEAD SCHOOL DISTRICT

### NOTICE INVITING BIDS

The ROSEMEAD SCHOOL DISTRICT ("District") will receive sealed bids for **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools** ("Project") at the Rosemead School District Office located at 3907 Rosemead Blvd., Rosemead, CA 91770 no later than **2:00 p.m. March 16, 2021**, at which time said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on the District's Bid Forms. Electronic bids will not be accepted.

Bidders may obtain a hard copy of the Contract Documents from ARC located at 681 S. Raymond Avenue, Pasadena, CA. 91105 on February 18, 2021. Bidders should call ARC at (626) 583-1122 one day in advance of pick-up to reserve a bid packet, at the bidder's cost. The bid package including plans and specifications may also be viewed and obtained through the District's website at [www.rosemead.k12.ca.us](http://www.rosemead.k12.ca.us). The District "WILL NOT" make the Contract Documents available for review at plan rooms.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A MANDATORY Pre-Bid Conference/Job Walk will be held at the District Office located at 3907 Rosemead Blvd., Rosemead, CA 91770 on **February 25, 2021 at 12:30 p.m.** Each and every bidder MUST attend the Pre-Bid Conference/Job Walk. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Conference/Job Walk.

All questions regarding this project shall be addressed to the architect, attention GARY CHRISTOFI, NAC|ARCHITECTS 323-475-8067; E-MAIL REQUESTS FOR INFORMATION AT [gchristofi@nacarchitecture.com](mailto:gchristofi@nacarchitecture.com). Questions shall be received through March 8, 2021 and ADDENDA ISSUED a minimum of 72 hours from the date the bids are due; for this project then, the last addendum will be issued by March 11, 2021 at 2:00 P.m.

Each bid shall be accompanied by the security referred to in the Contract Documents, the Non-Collusion Declaration, the Iran Contracting Act Certificate, the Public Works Contractor Registration Certification, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders. The successful bidder shall be required to comply with all laws and regulations relating to the safety of students, including but not limited to, the fingerprinting requirements of the Education Code and shall provide the District with any and all clearances and certifications relating thereto prior to the performance of any work.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the Contract Price, and a Payment Bond equal to 100% of the Contract Price, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure its performance under the Contract.

### NOTICE INVITING BIDS

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request to Mr. Harold Sullins, Assistant Superintendent, Administrative Services, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: **C-10 Electrical.**

Award of Contract: The District shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. It is the intent of the District to issue a Letter of Commitment to the apparent lowest responsive responsible bidder after the board action. It is anticipated that the District will issue a Notice of Award on or around April 2, 2021.

## NOTICE INVITING BIDS

## ROSEMEAD SCHOOL DISTRICT

### INSTRUCTIONS TO BIDDERS

#### 1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the District at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

#### 2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. **THE BIDDER IS DIRECTED TO REVIEW ALL CONTRACT DOCUMENTS AND TO NOTE THE PROVISIONS OF THE SPECIAL CONDITIONS (Page 96 of the Contract Documents).** Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

#### 3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to [gchristofi@nacarchitecture.com](mailto:gchristofi@nacarchitecture.com).

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. In the event that an addendum or bulletin setting forth material changes, additions, or deletions is issued by the Construction Manager and/ or the Architect when there is 72 hours or less to the bid deadline, the District will extend the bidding deadline by at least 72 hours. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### INSTRUCTIONS TO BIDDERS

#### **4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the District and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, other permits noted herein, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

#### **5. ADDENDA**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact [gchristofi@nacarchitecture.com](mailto:gchristofi@nacarchitecture.com) to verify that it has received all Addenda issued, if any, prior to the bid opening.

#### **6. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the Contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder.

#### **7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, bidders shall fill in all blank spaces

### **INSTRUCTIONS TO BIDDERS**

(including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

## **8. MODIFICATIONS OF BIDS**

Each bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

## **9. DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the bidders must designate the name and location of each subcontractor who will perform work or render services for the bidder in an amount that exceeds one-half of one percent (1/2%) of the bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

## **10. NOT USED**

## **11. LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontract. Pursuant to Section 7028.15 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that bidder and each of the bidder's subcontractors, before awarding the Contract.

## **12. SIGNING OF BIDS**

All Bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the bidder to each Bid and to any Contract arising therefrom.

If a bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1)

## **INSTRUCTIONS TO BIDDERS**

authorize that particular joint venturer or partner to act for and bind bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

### **13. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

### **14. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)**  
**for the Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

Only where expressly permitted in the Notice Inviting Bids, may bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

### **15. DELIVERY AND OPENING OF BIDS**

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All bidders may, if they desire, attend the opening of

## **INSTRUCTIONS TO BIDDERS**

Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

## **16. WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the bidder only by means of a written request signed by the bidder or its properly authorized representative.

## **17. BASIS OF AWARD; BALANCED BIDS**

The District shall award the Contract to the lowest responsible bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

## **18. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

## **19. INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

## **20. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible bidder, the District Board may award the Contract. The apparent successful bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the bidder of the award, the bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the bidder, the District shall issue a Notice to Proceed to that bidder.

## **21. FILING OF BID PROTESTS**

Bidders may file a "protest" of a Bid with the District's Purchasing Account Manager, [jchen@rosemead.k12.ca.us](mailto:jchen@rosemead.k12.ca.us). In order for a bidder's protest to be considered valid, the protest must:

## **INSTRUCTIONS TO BIDDERS**

Be filed in writing within five (5) calendar days after the bid opening date;

Clearly identify the specific irregularity or accusation;

Clearly identify the specific District staff determination or recommendation being protested;

Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District's Purchasing Account Manager, or other designated District staff member, shall review the basis of the protest and all relevant information. The Purchasing Account Manager will provide a written decision to the protestor. The protestor may then appeal the decision of the Purchasing Account Manager to the Assistant Superintendent of Business.

## **22. WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

## **23. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2200 et seq., the District requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the District with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of the Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of the Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Act Certificate is included with the bid package and must be signed and dated under penalty of perjury.

## **24. NON-COLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

## **25. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

# **INSTRUCTIONS TO BIDDERS**

## **26. PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the Administrative Services Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful bidder at the job site(s).

## **27. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

## **28. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **29. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Contract Price.

## **30. REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date**.

## **INSTRUCTIONS TO BIDDERS**

### **31. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

### **32. EXECUTION OF CONTRACT**

As required herein the bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

### **33. REQUIRED CERTIFICATIONS**

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District in accordance with Article 57 of the General Conditions. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package. Further, by law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the Special Conditions.** These forms are included with the bid package and must be signed under the penalty of perjury and dated.

**END OF INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

- 10 -

**BID FORM**

**NAME OF BIDDER:** \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **TOTAL BID PRICE**:

**Project work at Encinita ES** \$ \_\_\_\_\_

**Plus**

**Project work at Muscatel MS** \$ \_\_\_\_\_

**Plus**

**Allowance: District Contingency** \$ \_\_\_\_\_ 40,000.00 \_\_\_\_\_

**Equals**

**TOTAL BID PRICE (in Numbers):** \$ \_\_\_\_\_

**TOTAL BID PRICE**  
**(in Written Form) :** \_\_\_\_\_

In case of discrepancy between the written price and the numerical price, the written price shall govern. The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The District can choose to award only the Base Bid or Base Bid plus one or more Alternate Bids, at the District's sole option. The District may choose to award an Alternate Bid at the above stated Bid Price up to ninety (90) days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, class of license \_\_\_\_\_. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

Attached is the fully executed Non-Collusion Declaration form.

Attached is the completed Designation of Subcontractors form.

Attached is the completed Bidder Information Form.

Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Attached is the completed Public Works Contractor Registration Certification form.

Attached is the completed Iran Contracting Act Certificate form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

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.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS COMPENSATION**

**IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code section 2200 et seq.)**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

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

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

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

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**IRAN CONTRACTING ACT CERTIFICATION**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project.

Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**PUBLIC WORKS CONTRACTOR  
REGISTRATION CERTIFICATION**

**BID BOND**

The makers of this bond are,

\_\_\_\_\_

as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the ROSEMEAD SCHOOL DISTRICT, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_, for **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

(Attach Attorney-in-Fact Certificate)

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

The rate of premium on this bond is \_\_\_\_\_ per thousand.  
The total amount of premium charges, \$ \_\_\_\_\_.  
(The above must be filled in by corporate attorney)

**BID BOND**

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of Agent or Representative for service of process in California, if different from above)

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(Telephone number of Surety and Agent or Representative for service of process in California)

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

**BID BOND**  
- 19 -

**DESIGNATION OF SUBCONTRACTORS**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License Number</b>	<b>DIR Registration Number</b>

**DESIGNATION OF SUBCONTRACTORS**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**



- 8.0 If other than a corporation or partnership, describe organization and name principals: \_\_\_\_\_  
\_\_\_\_\_
- 9.0 List other states in which Bidder's organization is legally qualified to do business. \_\_\_\_\_  
\_\_\_\_\_
- 10.0 What type of work does the Bidder normally perform with its own forces? \_\_\_\_\_  
\_\_\_\_\_
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: \_\_\_\_\_  
\_\_\_\_\_
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation: \_\_\_\_\_  
\_\_\_\_\_
- 13.0 List Trade References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 14.0 List Bank References (Bank and Branch Address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 15.0 Name of Bonding Company and Name and Address of Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**





## EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### **Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education: \_\_\_\_\_

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

**VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**ASBESTOS-FREE MATERIALS CERTIFICATION**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

The undersigned declares that he or she is the person who executed the bid for the above Bid (hereinafter referred to as the "Project"), and submitted it to the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**ASBESTOS-FREE MATERIALS CERTIFICATION**

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**RECYCLED CONTENT CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools** (hereinafter referred to as the "Project"), and submitted it to the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Post consumer Material \_\_\_\_\_ % Secondary Material.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20  
at \_\_\_\_\_.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**RECYCLED CONTENT CERTIFICATION**

# Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- \_\_\_\_\_ Title(s)
- Partner(s)  Limited  General
  - Attorney-In-Fact
  - Trustee(s)
  - Guardian/Conservator
  - Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

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**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 20\_\_ by and between ROSEMEAD SCHOOL DISTRICT ("District") and \_\_\_\_\_ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

---

**CONTRACTOR EXEMPTION**

Pursuant to Education Code sections 45125.1 and 45125.2, the **ROSEMEAD SCHOOL DISTRICT** ("District") has determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 20\_\_ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

---

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

**SUBCONTRACTOR'S CERTIFICATION**

The **ROSEMEAD SCHOOL DISTRICT** ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

**SUBCONTRACTOR'S EXEMPTION**

The **ROSEMEAD SCHOOL DISTRICT** ("District") entered into a Contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

\_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District")

and \_\_\_\_\_ (hereinafter referred to as the "Contractor") for the **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools** Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their 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; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall

## DRUG FREE WORKPLACE CERTIFICATION

abide by Government Code Section 8355 when performing the Contract for the Project by:

- D. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- E. Establishing a drug-free awareness program; and
- F. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if 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 Act.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ at \_\_\_\_\_.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

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

- Partner(s)                       Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

**NON-COLLUSION DECLARATION**

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the 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].

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**NON-COLLUSION DECLARATION**

**CONTRACT**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the State of California, by and between the ROSEMEAD SCHOOL DISTRICT, hereinafter called District, and \_\_\_\_\_, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **49** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

**LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **\$2,500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following as referenced in Bid Package **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools**

:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification

**CONTRACT**

Bid Bond  
Designation of Subcontractors  
Information Required of Bidders  
Asbestos-Free Material Certification  
Drug-Free Workplace Certifications  
Recycled Content Certification  
Non-Collusion Declaration form  
Contract  
Performance Bond  
Payment Bond  
General Conditions  
Special Conditions  
Technical Specifications/Project Manual  
Addenda  
Plans and Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Administrative Services Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

**[Remainder of Page Left Intentionally Blank.]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**ROSEMEAD SCHOOL DISTRICT**

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

By \_\_\_\_\_

By \_\_\_\_\_

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

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

License No. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, ROSEMEAD SCHOOL DISTRICT (hereinafter referred to as "District") has

awarded to \_\_\_\_\_,  
(hereinafter referred to as the "Contractor") an agreement for **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_,  
the undersigned Contractor and \_\_\_\_\_  
as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or 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 Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time 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 above obligation in penal sum thereof shall remain in full force and effect. 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

**PERFORMANCE BOND**

under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[Remainder of Page Left Intentionally Blank.]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

(Attach Attorney-in-Fact Certificate)

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

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

The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

**PERFORMANCE BOND**

- 45 -

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Rosemead School District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded

to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Bid #20/21-0002 RSD-Fire Alarm Upgrade Project-Encinita & Muscatel Schools** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his or its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any

**PAYMENT BOND**

change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

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

The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT BOND**

(Name and Address of Agent or Representative for service of process in California, if different from above)

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(Telephone number of Surety and Agent or Representative for service of process in California)

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\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

**PAYMENT BOND**

- 50 -

## GENERAL CONDITIONS

### ARTICLE 2 -DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the District Representative and/or the District.
- b. Act of God is an earthquake of magnitude greater than 3.5 on the Richter scale and/or tidal waves.
- c. Approval means written authorization by District Representative and/or District .
- d. Architect means the architect employed by District to provide architecture and related services for the Project.
- e. Contract Documents includes all documents as stated in the Contract.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- h. District's Inspector or Inspector shall mean one or more inspectors employed by District in accordance with requirements of Title 19, 21 and/or 24 of the California Code of Regulations and assigned to the Work.
- i. District Representative shall mean the Assistant Superintendent of Administrative Services, or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents.
- j. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Representative and/or District.
- k. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District Representative and/or District is intended, unless stated otherwise.
- l. Install means the complete installation of any item, equipment or material.
- m. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- n. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor,

## GENERAL CONDITIONS

tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

- o. Project is the Work planned by District as provided in the Contract Documents.
- p. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- q. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- r. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work.
- s. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- t. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

### **ARTICLE 3 -CONTRACT DOCUMENTS**

- a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the District Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Change Orders or Work Change Directives
  - 2. Addenda
  - 3. Special Provisions (or Special Conditions)
  - 4. Technical Specifications (all portions)
  - 5. Plans (Contract Drawings)
  - 6. Contract
  - 7. General Conditions
  - 8. Instructions to Bidders
  - 9. Notice Inviting Bids
  - 10. Contractor's Bid Forms
  - 11. Greenbook (Except Sections 1-9 which are expressly excluded)
  - 12. Standard Plans
  - 13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 14. Figures govern over scaled dimensions

### **GENERAL CONDITIONS**

15. Detail drawings govern over general drawings
16. Addenda or Change Order drawings govern over Contract Drawings
17. Contract Drawings govern over Standard Drawings
18. Contract Drawings govern over Shop Drawings

- c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

#### **ARTICLE 4 -CONTRACT DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, 2 copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

#### **ARTICLE 5 -DETAIL DRAWINGS AND INSTRUCTIONS**

- a. Examination of Contract Documents. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such Approval may be necessary for the proper performance of Work.
- d. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

#### **GENERAL CONDITIONS**

## **ARTICLE 6 -EXISTENCE OF UTILITIES AT THE WORK SITE**

- a. The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Northern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which 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 or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

## **ARTICLE 7 -SCHEDULE**

- a. Estimated Schedule. Within fourteen (14) days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the District Representative for Approval. The receipt or Approval of any schedules by the District Representative or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the

## **GENERAL CONDITIONS**

required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the District Representative.

- b. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and “float time” for all “slack” or “gaps” in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the District Representative whenever requested to do so by District Representative and with each progress payment request. The District Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

## **ARTICLE 8 -SUBSTITUTIONS**

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is

## **GENERAL CONDITIONS**

equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

- e. The Contractor shall bear all of the District's costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

#### **ARTICLE 9 -SHOP DRAWINGS**

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the District Representative, and file with the District Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. District Representative's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called District Representative's attention to such deviations at time of submission and has secured the District Representative's written Approval. District Representative's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

#### **ARTICLE 10 -SUBMITTALS**

- a. Contractor shall furnish to the District Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District Representative, to the District Representative

#### **GENERAL CONDITIONS**

within a reasonable time period to provide for adequate review and avoid delays in the Work.

- c. These requirements shall not authorize any extension of time for performance of this Contract. District Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## **ARTICLE 11 -MATERIALS**

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

## **ARTICLE 12 -CONTRACTOR'S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

## **ARTICLE 13 -WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

## **GENERAL CONDITIONS**

- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project except with the written Approval of the District.

## **ARTICLE 14 -FINGERPRINTING REQUIREMENTS**

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

- a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the District determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense:

1. install a physical barrier to limit contact with students by Contractor and/or Contractor's employees;
2. provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice;
3. require any employee of the Contractor potentially having contact with students to obtain fingerprint clearance as described in Education Code section 45125.1

- b. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not

## **GENERAL CONDITIONS**

use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### **ARTICLE 15 -SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

#### **ARTICLE 16 -PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

#### **ARTICLE 17 -UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

#### **GENERAL CONDITIONS**

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

#### **ARTICLE 18 -INSPECTION FEES FOR PERMANENT UTILITIES**

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

#### **ARTICLE 19 -TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 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.

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

#### **GENERAL CONDITIONS**

In the event that a dispute arises between the District and the Contractor as to 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. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **ARTICLE 20 -REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

## **ARTICLE 21 -SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

## **ARTICLE 22 -AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

## **ARTICLE 23 -COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of any relevant local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to Los

## **GENERAL CONDITIONS**

Angeles Regional Water Quality Control Order No. R4-2012-0175 as amended by State Water Resources Control Board Order No. WQ 2015-0075, State Water Resources Control Board Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof ("Permit" or "Construction General Permit").

- c. Contractor shall comply with the lawful requirements of any municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses.
- d. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- e. Contractor shall file the Notice of Intent ("NOI") and obtain coverage for the Project under the Construction General Permit, if coverage is required. This may include filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The District retains the right to develop its own documentation for the project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the District developed SWPPP. Specific requirements for the Work site shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount. Contractor shall provide copies of all reports and monitoring information to the District Representative.
- f. Notwithstanding the above, before any PRDs, SWPPP, or other Construction General Permit related document may be submitted to the State Water Resources Control Board or implemented on the Work site, it must first be reviewed and approved by the District, if requested. The District expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit.

## **GENERAL CONDITIONS**

The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor

- g. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- h. Not used.
- i. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.
- j. District reserves the right to defend any enforcement action or civil action brought against the District for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse District for the costs associated with, any enforcement action and/or settlement reached between the District and any relevant enforcement entity.
- k. District may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article , or any other relevant water quality law, regulation, or policy.
- l. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

## **ARTICLE 24 -CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and

## **GENERAL CONDITIONS**

concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

## **ARTICLE 25 -LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the District Representative. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

## **ARTICLE 26 -EXCESSIVE NOISE**

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

## **ARTICLE 27 -TESTS AND INSPECTIONS**

- a. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the District Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or Approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected

## **GENERAL CONDITIONS**

by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **ARTICLE 28 -PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the District Representative or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. 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.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid

## **GENERAL CONDITIONS**

damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
3. Deliver materials to the Project site over a route designated by the District Representative.
4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the District Representative. Contractor shall not unreasonably encumber the Project site with its materials.
6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

#### **ARTICLE 29 -CONTRACTORS MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

#### **ARTICLE 30 -AUTHORIZED REPRESENTATIVES**

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

#### **ARTICLE 31 -HOURS OF WORK**

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

### **GENERAL CONDITIONS**

- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, when school is not in session, between the hours of 7:00 a.m. and 5:00 p.m. Work hours at sites with Summer School shall be 2:00 p.m. to 8:00 p.m. With permission, and at no additional cost to the District, Saturday work between the hours of 7:30 a.m. and 4:00 p.m. may be arranged. If the project should extend to when school is in session, all work Monday through Friday shall be done in the afternoon and evening after school hours, at no additional cost to the District, at times agreed to by the District.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the District Representative:
  1. Powered Vehicles
  2. Construction Equipment
  3. Loading and Unloading Vehicles
  4. Domestic Power Tools

## **ARTICLE 32 -PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.
- c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
  1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- d. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

## **GENERAL CONDITIONS**

- e. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

### **ARTICLE 33 -PREVAILING RATES OF WAGES**

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **ARTICLE 34 -PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and its subcontractors must be

### **GENERAL CONDITIONS**

- 68 -

registered with the Department of Industrial Relations at the time of the bid. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

#### **ARTICLE 35 -EMPLOYMENT OF APPRENTICES**

- a. Contractor and all subcontractors shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- c. Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.
- d. The responsibility for compliance with this Article shall rest upon the Contractor.

#### **ARTICLE 36 -NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

#### **ARTICLE 37 -DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is barred as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **GENERAL CONDITIONS**

## **ARTICLE 38 -LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

## **ARTICLE 39 -WORKERS' COMPENSATION INSURANCE**

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of its insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

## **ARTICLE 40 -EMPLOYER'S LIABILITY INSURANCE**

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

## **ARTICLE 41 -COMMERCIAL GENERAL LIABILITY INSURANCE**

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article and Article 42. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to

## **GENERAL CONDITIONS**

the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

#### **ARTICLE 42 -AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 42 below.

#### **ARTICLE 43 -BUILDER'S RISK ["ALL RISK"]**

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ("All Risk") extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
  - 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

#### **GENERAL CONDITIONS**

2. Coverage shall include all materials stored on site and in transit.
3. Coverage shall include Contractor's tools and equipment.
4. Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

#### **ARTICLE 44 -FORM AND PROOF OF CARRIAGE OF INSURANCE**

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its directors and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's

#### **GENERAL CONDITIONS**

reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

#### **ARTICLE 45 -INSURANCE AND BOND REQUIREMENTS**

- a. Insurance Requirements. Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverages during the term of the Contract:
  - b. "All Risk" property insurance, including builder's risk, excluding the perils of earthquake and flood, covering the full replacement cost of the work that names Rosemead School District as "loss payee" as its interests may appear. Such insurance shall cover all materials stored on site and Contractor's tools and equipment.
  - c. Commercial General Liability Insurance (equivalent in form to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
  - d. Commercial Automobile Liability Insurance (equivalent in form to ISO form CA 00 01 06 92) covering Symbol 1 (any auto) in an amount not less than \$1,000,000 combined single limit.
  - e. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease.
  - f. Professional Liability or Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim.
- g. Bond Requirements. Contractor shall provide to District:
  - h. Bid Bond equal to 10% of the Performance Bond amount.
  - i. Payment Bond (Material and Labor Bond) to satisfy claims of material suppliers and mechanics and laborers employed by the Contractor in connection with this Contract. This bond shall be maintained by Contractor in full force and effect for the period prescribed by operation of law.
  - j. Performance Bond guaranteeing faithful performance of all work within the time and manner prescribed, free from original or developed defects. The Surety's obligations under the Performance Bond shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, including, but not limited to, California Code of Civil Procedure Section 337.15.

#### **GENERAL CONDITIONS**

## ARTICLE 46 -INSURANCE DOCUMENTATION AND SECURITY REQUIREMENTS.

- a. The insurance required herein shall be placed with insurers admitted to do business in the State of California or non-admitted but authorized by the State of California (List of Eligible Surplus Lines Insurers (LESLI)) and with a rating of or equivalent to an A:VIII by A.M. Best Company.
- b. The bonds required herein shall be placed with surety companies on the U.S. Department of Treasury's List of Approved Sureties.
- c. General Coverage Endorsements Required.
- d. Additional insured endorsements. The general liability insurance policy must be endorsed with an additional insured endorsement (on a form equivalent to ISO form CG 2010 11 85 or CG 20 26 11 85) naming Rosemead School District, its trustees, employees, and agents as additional insured. The policy must be endorsed to provide that any failure by the Contractor to comply with the reporting provisions of the policy shall not affect the coverage afforded to the District, its trustees, employees, and agents.
- e. Notice of policy changes or cancellation. Each insurance policy shall be endorsed to state that policy shall not be suspended, voided, materially changed (except by reason of limit reduction due to paid claims), or canceled by either party except after thirty (30) days prior written notice (or except after ten (10) days written notice for nonpayment of premium only) to the District.
- f. Primary, non-contributing coverage. Each insurance policy shall be endorsed to state that coverage shall apply on a primary, noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the District, its boards, officials, employees, or agents. Similarly, each insurance policy shall be endorsed to state that coverage maintained by District shall be excess to and shall not contribute to insurance or self-insurance maintained by the Contractor.
- g. Severability of interests. A severability of interest endorsement, which provides Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- h. Waivers of subrogation. Each workers' compensation and general liability insurance policy shall be endorsed to state that the insurance company waives its rights of subrogation against Rosemead School District, its trustees, employees, and agents.
- i. Delivery of Certificates and Endorsements. Prior to the start of performance, Contractor shall deliver to District certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to District certificates of insurance and endorsements evidencing renewal of the insurance. District reserves the right to require complete certified copies of all policies of Contractor at any time. District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided.

## GENERAL CONDITIONS

- j. Claims-made Acceptability. "Claims-made" policies for other than professional liability, or errors and omissions liability policies are not acceptable unless the District determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for a pre-paid extended reporting period endorsement (ERPE) of not less than one hundred eighty (180) days. In lieu of the prepaid ERPE, contractor shall warrant that it will maintain continuous, equivalent coverage at least three years after contract completion. Also, if a claims-made policy is utilized, its prior acts date must be at least as early as the first date of business by the Contractor with the District.
- k. Insurance Requirements for Subcontractors. If subcontractors are permitted under this Contract, Contractor shall include Article 1 and 2 in its agreements with subcontractors and shall forward to District all required documentation.
- l. Self-Insurance, Self-Insured Retentions, Deductibles. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by the Associate Superintendent of Business Services or designee and shall protect District, its trustees, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- m. The coverage and limits required hereunder shall not in any way limit the liability of the Contractor nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Contractor's risks hereunder.
- n. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

#### **ARTICLE 47 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

#### **GENERAL CONDITIONS**

- b. Inclement Weather. Contractor shall abide by the District Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. No Damages for Reasonable Delay. The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 48 -COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price.
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District Representative, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

#### **GENERAL CONDITIONS**

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 49 -MOBILIZATION**

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the District Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
  1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
  3. Installing temporary construction power, wiring, and lighting facilities.
  4. Establishing fire protection system.
  5. Developing and installing a construction water supply.
  6. Providing and maintaining the field office trailers for the Contractor and the District Representative, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
  7. Providing on-site communication facilities for the Owner and the District Representative, including telephones, radio pagers, and fax machines.
  8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  10. Arranging for and erection of Contractor's work and storage yard.
  11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  12. Full-time presence of Contractor's superintendent at the job site as required herein.

#### **GENERAL CONDITIONS**

13. Submittal of Construction Schedule as required by the Contract Documents.

## **ARTICLE 50 -PAYMENTS**

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. Notwithstanding the foregoing, Contractor shall not be entitled to payment for work so long as any lawful or proper direction concerning the Work or any portion thereof given by the District, District's Representative, or the Architect shall remain uncomplished with.
- b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of ten percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

## **ARTICLE 51 -PAYMENTS WITHHELD AND BACK CHARGES**

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective Work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

## **GENERAL CONDITIONS**

- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record (“as-built”) drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.
- m. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3<sup>rd</sup>-party consultants of the District incurred by the District due to the Contractor’s schedule requiring that such 3<sup>rd</sup>-party consultants be paid for days other than Monday through Friday or overtime.
- n. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3<sup>rd</sup>-party consultants of the District incurred by the District due to the Contractor’s work failing inspection/testing and having to be re-worked, re-done, or re-tested. All additional hours of inspection/monitoring or other activities related to the re-work and re-testing and the costs of retesting shall be subject to back charge.
- o. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3<sup>rd</sup>-party consultants of the District incurred by the District due to the Contractor’s work not being completed by the scheduled date for final completion. All additional hours of inspection/monitoring or other 3<sup>rd</sup>-party activities incurred after the date of final completion because the Contractor has not completed the work shall be subject to back charge.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

## **ARTICLE 52 -SECURITIES FOR MONEY WITHHELD**

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement

## **GENERAL CONDITIONS**

substantially in the form provided in Section 22300 of the Public Contract Code.

## **ARTICLE 53 -CHANGES AND EXTRA WORK**

- a. Owner Initiated Change. The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
  1. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed Change Order, unless the District requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice to the District Representative of a proposed Change Order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Contract Price Adjustment.
  1. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No Work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
  2. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
  3. All price quotations submitted by the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- d. Force Account Work. If the Contractor fails to submit the cost proposal for a Change Order within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the Work immediately on a force account basis and/or issue a lump sum change to the Contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen

## **GENERAL CONDITIONS**

(15) Days following completion of the added/deleted Work, the Contractor presents written proof that the District's estimate was in error.

- e. Cost Estimates. Estimates for lump sum quotations and accounting for cost-plus-percentage Work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
  1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  2. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the District Representative shall determine the materials cost, at its sole discretion.
  3. Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
  4. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:
    - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
    - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
    - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
    - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general Contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

## GENERAL CONDITIONS

- v. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 5. For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 6. For added or deducted Work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 7. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 8. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- f. Agreement as to Change in Contract Price/ Time. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a Change Order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- g. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.
- h. Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

## **ARTICLE 54 -OCCUPANCY**

The District reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

## **GENERAL CONDITIONS**

## **ARTICLE 55 -INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, its directors, officials, officers, agents, employees, and representatives, and each of them from and against:

- a. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.
- b. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- d. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the District's Governing Board's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

## **GENERAL CONDITIONS**

## ARTICLE 56 -RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the District Representative.

## ARTICLE 57 -RESOLUTION OF CONSTRUCTION CLAIMS

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 53, Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- a. **Intent.** Effective January 1, 1991, section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement sections 20104 et seq. and section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- b. **Claims.** For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with Article 53 “Changes and Extra Work” has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A “Claim” does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 53, Changes and Extra Work, and Contractor’s

## GENERAL CONDITIONS

request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- c. **Supporting Documentation.** The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
  2. List of documents relating to claim
    - (a) Specifications
    - (b) Drawings
    - (c) Clarifications (Requests for Information)
    - (d) Schedules
    - (e) Other
  3. Chronology of events and correspondence
  4. Analysis of claim merit
  5. Analysis of claim cost
  6. Analysis of time impact analysis in CPM format
  7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
  8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*
- d. **District's Response.** Upon receipt of a claim pursuant to this Section, 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. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the District issues its written statement.

## GENERAL CONDITIONS

1. 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 District's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
  2. Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- e. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- f. **Mediation.** 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. 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. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the 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, unless the parties agree to select a mediator at a later time.
1. 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.
  2. 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.

## GENERAL CONDITIONS

3. Unless otherwise agreed to by the District and the 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.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- g. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to 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 prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- h. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
  1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. 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 Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 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. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- i. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to

## GENERAL CONDITIONS

extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- j. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

## **ARTICLE 58 -DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. Termination for Cause: The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over the Work, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. Termination For Convenience: The District may terminate performance of the Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due

## **GENERAL CONDITIONS**

under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.
  2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
  5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
  6. Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
  7. These provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

#### **ARTICLE 59 -WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

#### **GENERAL CONDITIONS**

- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
  - 1. Obtain for District all warranties that would be given in normal commercial practice.
  - 2. Require all warranties to be executed, in writing, for the benefit of the District; and
  - 3. Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective Work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

#### **ARTICLE 60 -DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

#### **GENERAL CONDITIONS**

## **ARTICLE 61 -SOILS INVESTIGATIONS**

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

## **ARTICLE 62 -REQUIRED CERTIFICATIONS**

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification" and a "Recycled Content Certification." These forms are included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing Work on this Project.

In addition to the above listed certifications, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

- a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
  1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
  2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
  3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
  4. The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- c. Hold Harmless: Interface of Work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of

## **GENERAL CONDITIONS**

the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this Work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

#### **ARTICLE 63 -SEPARATE CONTRACTS**

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect Work already in place and shall at once report to the District Representative any problems with the Work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the District Representative shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

#### **ARTICLE 64 -NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

#### **ARTICLE 65 -NOTICE OF THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

### **GENERAL CONDITIONS**

## **ARTICLE 66 -STATE LICENSE BOARD NOTICE.**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## **ARTICLE 67 -INTEGRATION**

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

## **ARTICLE 68 -ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be 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 the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## **ARTICLE 69 -CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

## **ARTICLE 70 -ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District 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. Section 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 the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

## **GENERAL CONDITIONS**

## **ARTICLE 71 -PROHIBITED INTERESTS**

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## **ARTICLE 72 -LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the District Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District Representative, it shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## **ARTICLE 73 -PATENT FEES OR ROYALTIES.**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

## **ARTICLE 74 -OWNERSHIP OF DRAWING**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

## **ARTICLE 75 -NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

## **ARTICLE 76 -COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS**

If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California

## **GENERAL CONDITIONS**

Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board resolutions, rules, orders, policies and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

#### **ARTICLE 77 -DISTRICT'S INSPECTOR**

The Inspector's duties are specifically defined in the California Code of Regulations. Inspector shall have access to all plant operations involving Work under this Contract and shall be provided reasonable advance notice of the time and place of operations which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and Work for testing purposes. All Work shall be under the observation of Inspector. Inspector shall have free access to any or all parts of Work at any time. Contractor shall provide safe and proper facilities for such access. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector, after consultation with the District's Representative, shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct its employees accordingly. Inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

#### **ARTICLE 78 -INSPECTOR'S FIELD OFFICE**

- a. The Contractor shall be responsible for providing the inspector's field office. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

#### **GENERAL CONDITIONS**

## **SPECIAL CONDITIONS**

### **ARTICLE 1 -FINGERPRINTING REQUIREMENT**

Pursuant to Article 13 of the General Conditions the District's determination of the fingerprinting requirement application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees.

- a. \_\_\_ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.
- b. X are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 13 of the General Conditions.

### **ARTICLE 2 -BRAND OR TRADE NAMES**

The District has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.

### **ARTICLE 3 -SCHEDULES AND SCHEDULING SOFTWARE**

All Schedules to be provided by Contractor to District under Article 7 of the General Conditions shall be provided to District in printed form and electronically using a software application approved by District, such as Microsoft Project, Primavera, or similar application.

### **ARTICLE 4 -SCHEDULE UPDATES AND LIQUIDATED DAMAGES**

1. An initial schedule shall be submitted fourteen (14) days after Notice of Award pursuant to Article 7 of the General Conditions.
2. An updated schedule shall be provided weekly on Monday before 12:00 noon beginning at project construction commencement and continuing through project completion. An alternate day may be agreed to by the District at the Preconstruction Meeting, and if agreed to, such alternate day shall be maintained throughout the project.
3. The Contractor shall be subject to assessment and withholding of Liquidated Damages if the initial schedule is not submitted on time and the updated schedule is not submitted on time each week, in the amount of **One Hundred Dollars (\$100.00)** per day.

## **SPECIAL CONDITIONS**

**ARTICLE 5 -SCHEDULE**

The overall Project Schedule shall be as follows:

- NTP 4-9-21
- Schedule of Values due 4-12-21
- Schedule due 4-16-21
- Submittals due 5-13-21
- Precon 5-13-21
- Last Day of School: 6-10-21
- **Start of Construction: 6-11-21**
- **Substantial Completion: 7-29-21**
- **Contractor’s Punch List due: 7-29-21**
- Punch List Walk: 7-30-21 and 8-2-21
- Architect’s Punch List Issued: 8-6-21
- Punch List Work: 8-9-21 through 8-13-21
- **Completion: 8-13-21**  
**(LDs apply after 8-13-21)**
- Punch List Completion  
Verification Walk 8-16-21 and 8-17-21
- Start of School: 8-18-21

The schedule required by Article 7 of the General Conditions shall conform to the schedule above.

**ARTICLE 6 -SUMMER SCHOOL.**

Summer School may or may not be held due to COVID-19. If Summer School is to be held, the Contractor will be notified prior to the start of Work. Summer School will be held at TBD. The approximate dates for Summer School (approximately one month) are TBD through TBD. The actual dates are to be determined, and will be communicated to the Contractor prior to the start of construction. Work hours at TBD during Summer School will be 2:00 p.m. to 8:00 p.m. The Contractor shall provide fencing during summer school to keep students out of work areas and away from potential hazardous conditions.

**SPECIAL CONDITIONS**

## **ARTICLE 7 -SCHEDULE OF VALUES.**

The Schedule of Values (SOV) required by Article 48 of the General Conditions shall be broken down by site, by building, and by scope of work, as is appropriate to the Project to accurately assess progress of completion, as determined by the District. The Contractor shall make such adjustments to the SOV as may be requested by the District. The SOV shall contain a line item for closeout activities with a value acceptable to the District and 1.5% minimum.

## **ARTICLE 8 -WITHHOLD OF LIQUIDATED DAMAGES**

If at any time the Contractor is subject to assessment of Liquidated Damages for late Final Completion and/or late submittal of Schedules/Schedule of Values/Submittals, the District may withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for assessed Liquidated Damages which exceed the then remaining balance of the Contract Price.

## **ARTICLE 9 -LATE SCHEDULE, SCHEDULE OF VALUES, OR SUBMITTALS, AND LIQUIDATED DAMAGES**

The Contractor shall be subject to assessment and withholding of Liquidated Damages if the Schedule, Schedule of Values, or all submittals are not submitted by the dates specified within the General Conditions (Articles 7 and 48 of the General Conditions) and these Special Conditions, in the amount of **One-Hundred Dollars (\$100.00)** per day per item, until these documents have been received.

## **ARTICLE 10 -PUNCH LIST**

The Contractor shall be responsible to submit a Punch List. The Contractor shall submit its Punch List at or before 12:00 noon on or before the date of Substantial Completion. The Contractor shall be subject to assessment and withholding of Liquidated Damages if it does not submit its Punch List when due in the amount of **One Thousand Dollars (\$1,000.00)**. Contractor's Punch List shall be by site and by building/room and sufficiently detailed to assist the Architect in conducting the Punch Walk and in the creation of the Architect's Punch List. Contractor shall have five (5) days from receipt of the Architect's Punch List to complete all items contained in the Architect's Punch List. Punch List items identified after the publication of the Architect's Punch List may be added to the Architect's Punch List subsequent to its publication and such items shall be completed within the originally designated time for completion of all Punch List items. Liquidated damages shall apply if any uncompleted Architect's Punch List items remain undone as of the completion of the Punch List Completion Verification Walk. Any, if any, Punch List items identified the day of the completion deadline or thereafter shall be placed on a Supplemental Punch List and the Contractor shall be given at least twenty-four (24) hours to complete those particular item(s). The identification of Supplemental Punch List items shall not in any way affect the completion deadline for the Architect's Punch List or preclude the imposition of Liquidated Damages.

## **SPECIAL CONDITIONS**

## **ARTICLE 11 -ALLOWANCES**

If the contract contains an allowance, it shall only be used for District-approved additional work authorized through a Change Order. Any unused portion of the allowance shall be deducted at the end of the contract through a deductive change order.

## **ARTICLE 12 -THIRD-PARTY CONSULTANTS.**

The District has engaged certain third-party consultants to assist in the legal and successful completion of the Project, such as but not limited to inspector, testing laboratory, environmental monitor, etc. These consultants may be required by law or by the District, and are for the purpose of monitoring that legal requirements are followed. These consultants shall be assigned to be present on the job site during all or portions of the Work as determined to be in the best interest of the District, in the District's sole discretion. The Contractor has no right to challenge the District's assignment of such consultants to monitor the Work including when hours worked by such consultants are in situations where the Contractor has placed itself in a position to be back charged for the consultant's costs pursuant to Article 51 of the General Conditions.

## **ARTICLE 13 -COORDINATION**

The District is also conducting a Surveillance Camera project at Encinita and Muscatel Schools. Contractor shall fully cooperate with the District and other contractors performing work on other project(s) including District maintenance projects at the sites in this project. The Contractor's schedule shall take into account any required coordination with other project(s) to assure that all project(s) can proceed without conflicts or delay, and complete on time.

## **ARTICLE 14 -SITE SUPERINTENDENT**

Pursuant to Article 12 of the General Conditions, the contractor shall assign a Project Site Superintendent that shall be available at all times when work is being done on the project by the Contractor and handle all communication from the District/District Project personnel (Inspector, Project Manager, etc.) and the Contractor's workers and shall manage and direct the Contractor's workers. The Contractor shall provide the contact information for the Site Superintendent to the District and District Project personnel. The Site Superintendent shall be able to read, write, and speak English. The Contractor shall be subject to assessment and withholding of Liquidated Damages for each day in which work occurs and there is no Site Superintendent on site, in the amount of **Two Hundred Dollars (\$200.00) per day.**

## **ARTICLE 15 -UTILITY VERIFICATION AND PROTECTION**

Prior to the commencement of the Work, the contractor shall complete a review of the existing utilities at the site, and of record drawings, to verify their locations. Contractor shall scan the areas where site work is to be done for the presence of existing electrical conduits, cables, and duct banks, and shall mark and take all measures necessary to avoid such existing substructures, while performing the Work, and avoid impacting these existing utilities to the greatest extent possible. Contractor shall repair, at Contractor's sole expense, any existing utilities damaged by the Contractor's Work.

## **SPECIAL CONDITIONS**

## **ARTICLE 16 -SITE ACTIVITY LIMITATIONS**

Contractor shall regulate the use of its forces and equipment as required against public or unauthorized access to the Work and to protect persons, the Work, and existing facilities from damage or injury. Contractor shall conform its conduct to the requirements of the City of Rosemead with respect to work hours and noise levels. Contractor shall limit its Work so as not to disturb persons beyond the boundaries of the Site. All limitations on Work activities set forth in these Special Conditions shall be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents. No adjustment of the Contract Time or the Contract Price will be allowed due to limitations on Work activities at the Site set forth in these Special Conditions.

## **ARTICLE 17 -SITE LOGISTICS**

- A. Site access—At the Preconstruction Meeting the District will determine whether a District employee will provide daily site access or whether the Contractor's site supervisor will be issued a key for access. If the Contractor is issued a key, the key must not be duplicated, and the Contractor shall be responsible for safeguarding the key and promptly returning at the completion of the job or earlier upon request. The Contractor shall be fully responsible for all costs of rekeying all affected locks or lock replacement and any interim security measures as required, as determined by the District, if the Contractor or its employees or subcontractors lose or fail to return the key as required herein.
- B. Storage and Security – Materials and equipment brought on site should be under continuous supervision or secure storage. Owner will not be responsible for any loss or theft. No materials or equipment may be stored on site overnight in District buildings. Contractor may drop a storage container on site with the permission of the District in a location approved by the District.
- C. Parking for Contractor's workforce shall be designated at the Preconstruction Meeting and the Contractor shall assure that its workers only park in designated areas.
- D. Site Safety Provisions – Contractor shall observe all Cal OSHA and any other applicable safety requirements.
- E. The Contractor shall provide and maintain chain link perimeter fencing or steel plates to protect trenches and areas of Work that may be hazards. Contractor shall provide continuous steel plates and continuous barriers at any trenches that will be left exposed or unattended.
- F. Site Conditions at Conclusion of Each Workday –All areas shall be free of hazards. All trash/debris shall be removed daily.
- G. COVID-19 Construction Site Guidance and Site Safety Representative – All personnel on site will be required to practice physical distancing and wear masks, in addition to normally required PPE. All personnel will be required to adhere to the Los Angeles County Department of Public Health Guidance for Construction Sites (attached). Contractor is to designate a Site Safety Representative (on site at all times) with authority to halt activities, through labor supervisors, that do not adhere to COVID-19 safety practices.

## **SPECIAL CONDITIONS**

- H. Site Conduct and Unlawful Activities - All personnel will conduct themselves in a civil manner while on the worksite. No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages, tobacco, and illegal drugs is not permitted at the Site. Workers shall not wear attire that, in the sole discretion of the District, is deemed to be offensive, disruptive, or disparaging. The District reserves the right, in its sole discretion, to require that any person acting in a manner inconsistent with this paragraph or otherwise acting in a disruptive or inappropriate manner be removed and not return to the worksite.
- I. Special Activity Days--Up to 4 Special Activity Days are / is expected during the Contract Time for the Work, for special instructional and/or administrative activities of the District which may or will limit or preclude areas of Site access by Contractor (e.g. first day back for teachers, new teacher inservice, etc.). Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Special Activity Days set forth above. There shall be no adjustment to the Contract Time or the Contract Price on account of limitations on or preclusions to areas of Site access resulting from special District activities until the actual number of Special Activity Days exceeds the number of Special Activity Days set forth above.
- J. No Adjustment--The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.

**ARTICLE 18 -FAILURE TO COMPLETE WORK WITHIN CONTRACTURAL TIME FRAME— SAFETY/SECURITY MEASURES AND WORK HOURS**

If the Project should not be completed prior to the start of school, the Contractor shall 1] take needed security and safety measures such as fencing or other measures as requested by the District, and 2] work after school hours and on Saturdays as directed by the District, at no additional cost to the District. This provision does not relieve the Contractor of its obligation to complete the project within the required timeframe. If the Contractor fails to complete the project within the required timeframe, the District shall employ all contractual and legal remedies available, including Liquidated Damages.

**ARTICLE 19 -COVID-19 REQUIREMENTS**

Contractor shall at all times ensure that its operations and performance of the work is in compliance with all applicable Federal, State, and local laws, regulations, codes and health orders addressing the COVID-19 pandemic. This obligation includes, but is not limited to the following:

- 1. Los Angeles County Health Orders: The currently applicable and updated Los Angeles County Health Order, as well as all applicable Appendices are found at: <http://publichealth.lacounty.gov/media/coronavirus/reopening-la.htm#orders>.
- 2. District Policies/Procedures: The Contractor shall be responsible for ensuring its activities on District property are at all times in compliance with the District's safety and security protocols, including but not limited to the District's COVID-19 requirements for any persons entering onto/working on District property. Further information regarding the District's COVID-19 policies and procedures may be found at: <https://www.lcsd.net/apps/pages/covid19protocol>.

**SPECIAL CONDITIONS**

3. COVID Legislation SB 1159/AB 685: The Contractor shall ensure timely notification to its employees, those of its subcontractors, and local and state public health officials of COVID-19 cases at workplaces in accordance with recently enacted AB685, including ensuring appropriate District representatives receive copies of all such required notices. These notifications will help Contractor and/or District workers take necessary precautions such as seeking testing, getting medical help or complying with quarantine directives.
4. Responsibility for Contractor/Subcontractor Employees: The Contractor shall at all times remain responsible for compliance with these requirements with regards to the Contractor's and/or subcontractors' employees. At no time shall the District be responsible for any claims, costs, etc. incurred by the Contractor and/or its subcontractors with regard to the COVID-19 requirements for the project. In addition, Contractor shall indemnify and defend the District from any claims arising out of Contractor's failure to comply with all applicable COVID-19 requirements set forth herein pursuant to the Indemnification provisions of the Contract Documents.

**TECHNICAL SPECIFICATIONS  
(PROVIDED UNDER SEPARATE COVER)**

**PLANS AND DRAWINGS  
(PROVIDED UNDER SEPARATE COVER)**

**GENERAL CONDITIONS  
TABLE OF CONTENTS**

	<u>Page No.</u>
ARTICLE 2 - DEFINITIONS .....	51
ARTICLE 3 - CONTRACT DOCUMENTS .....	52
ARTICLE 4 - CONTRACT DOCUMENTS: COPIES & MAINTENANCE .....	53
ARTICLE 5 - DETAIL DRAWINGS AND INSTRUCTIONS .....	53
ARTICLE 6 - EXISTENCE OF UTILITIES AT THE WORK SITE .....	54
ARTICLE 7 - SCHEDULE .....	54
ARTICLE 8 - SUBSTITUTIONS .....	55
ARTICLE 9 - SHOP DRAWINGS .....	56
ARTICLE 10 - SUBMITTALS .....	56
ARTICLE 11 - MATERIALS.....	57
ARTICLE 12 - CONTRACTOR'S SUPERVISION .....	57
ARTICLE 13 - WORKERS .....	57
ARTICLE 14 - FINGERPRINTING REQUIREMENTS .....	58
ARTICLE 15 - SUBCONTRACTORS .....	59
ARTICLE 16 - PERMITS AND LICENSES .....	59
ARTICLE 17 - UTILITY USAGE .....	59
ARTICLE 18 - INSPECTION FEES FOR PERMANENT UTILITIES .....	60
ARTICLE 19 - TRENCHES .....	60
ARTICLE 20 - REMOVAL OF HAZARDOUS MATERIALS .....	61
ARTICLE 21 - SANITARY FACILITIES .....	61
ARTICLE 22 - AIR POLLUTION CONTROL .....	61
ARTICLE 23 - COMPLIANCE WITH STATE STORM WATER PERMIT .....	61
ARTICLE 24 - CLEANING UP.....	63
ARTICLE 25 - LAYOUT AND FIELD ENGINEERING .....	64
ARTICLE 26 - EXCESSIVE NOISE.....	64
ARTICLE 27 - TESTS AND INSPECTIONS.....	64
ARTICLE 28 - PROTECTION OF WORK AND PROPERTY .....	65
ARTICLE 29 - CONTRACTORS MEANS AND METHODS.....	66
ARTICLE 30 - AUTHORIZED REPRESENTATIVES.....	66
ARTICLE 31 - HOURS OF WORK.....	66
ARTICLE 32 - PAYROLL RECORDS.....	67
ARTICLE 33 - PREVAILING RATES OF WAGES.....	68
ARTICLE 34 - PUBLIC WORKS CONTRACTOR REGISTRATION .....	68
ARTICLE 35 - EMPLOYMENT OF APPRENTICES .....	69

**GENERAL CONDITIONS  
TABLE OF CONTENTS  
(Continued)**

	<u>Page No.</u>
ARTICLE 36 - NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY .....	69
ARTICLE 37 - DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS .....	69
ARTICLE 38 - LABOR/EMPLOYMENT SAFETY .....	70
ARTICLE 39 - WORKERS' COMPENSATION INSURANCE .....	70
ARTICLE 40 - EMPLOYER'S LIABILITY INSURANCE .....	70
ARTICLE 41 - COMMERCIAL GENERAL LIABILITY INSURANCE .....	70
ARTICLE 42 - AUTOMOBILE LIABILITY INSURANCE.....	71
ARTICLE 43 - BUILDER'S RISK ["ALL RISK"] .....	71
ARTICLE 44 - FORM AND PROOF OF CARRIAGE OF INSURANCE .....	72
ARTICLE 45 - INSURANCE AND BOND REQUIREMENTS .....	73
ARTICLE 46 - INSURANCE DOCUMENTATION AND SECURITY REQUIREMENTS .....	74
ARTICLE 47 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES .....	75
ARTICLE 48 - COST BREAKDOWN AND PERIODIC ESTIMATES .....	76
ARTICLE 49 - MOBILIZATION.....	77
ARTICLE 50 - PAYMENTS .....	78
ARTICLE 51 - PAYMENTS WITHHELD AND BACK CHARGES .....	78
ARTICLE 52 - SECURITIES FOR MONEY WITHHELD.....	79
ARTICLE 53 - CHANGES AND EXTRA WORK.....	80
ARTICLE 54 - OCCUPANCY .....	82
ARTICLE 55 - INDEMNIFICATION .....	83
TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL IMMEDIATELY DEFEND (WITH COUNSEL OF THE DISTRICT'S CHOOSING), INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS DIRECTORS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES, AND EACH OF THEM FROM AND AGAINST: .....	83
ARTICLE 56 - RECORD ("AS BUILT") DRAWINGS.....	84
ARTICLE 57 - RESOLUTION OF CONSTRUCTION CLAIMS .....	84
ARTICLE 58 - DISTRICT'S RIGHT TO TERMINATE CONTRACT .....	88
ARTICLE 59 - WARRANTY AND GUARANTEE .....	89
ARTICLE 60 - DOCUMENT RETENTION & EXAMINATION .....	90
ARTICLE 61 - SOILS INVESTIGATIONS.....	91
ARTICLE 62 - REQUIRED CERTIFICATIONS.....	91
ARTICLE 63 - SEPARATE CONTRACTS.....	92
ARTICLE 64 - NOTICE AND SERVICE THEREOF.....	92
ARTICLE 65 - NOTICE OF THIRD-PARTY CLAIMS.....	92
ARTICLE 66 - STATE LICENSE BOARD NOTICE .....	93
ARTICLE 67 - INTEGRATION .....	93

**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
TABLE OF CONTENTS  
(Continued)**

	<u>Page No.</u>
ARTICLE 68 - ASSIGNMENT .....	93
ARTICLE 69 - CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY .....	93
ARTICLE 70 - ASSIGNMENT OF ANTITRUST ACTIONS .....	93
ARTICLE 71 - PROHIBITED INTERESTS .....	94
ARTICLE 72 - LAWS AND REGULATIONS.....	94
ARTICLE 73 - PATENT FEES OR ROYALTIES. ....	94
ARTICLE 74 - OWNERSHIP OF DRAWING.....	94
ARTICLE 75 - NOTICE OF TAXABLE POSSESSORY INTEREST.....	94
ARTICLE 76 - COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS.....	94
ARTICLE 77 - DISTRICT'S INSPECTOR.....	95
ARTICLE 78 - INSPECTOR'S FIELD OFFICE.....	95

# Novel Coronavirus (COVID-19)

## Los Angeles County Department of Public Health Guidance for Construction Sites

### Recent Updates:

11/3/20: Close contact updated to include an individual within 6 feet of an infectious person for a total of 15 minutes or more over a 24-hour period.

These guidelines have been developed in response to the need for work on construction projects that are permissible under the Health Officer's Orders to continue as safely as possible.

These guidelines are not all encompassing and may need to be tailored to individual construction sites and updated as the COVID-19 pandemic evolves. Contractors should have prepared a new or updated Site-Specific Health and Safety Plan to address COVID-19-related issues and are strongly urged to adopt and implement the following measures under that safety plan. Contractors should review the latest OSHA COVID-19 Workplace Safety Guidance document (<https://www.osha.gov/Publications/OSHA3990.pdf>) as a resource in preparation of their Site Specific Health and Safety Plan.

### Key Recommendations

1. Ensure individuals maintain a distance of 6 feet apart unless specific work assignments require less distancing; in such situations, strategies should be implemented to allow for maximum distancing.
2. Do not have gatherings of any size, and any time two or more people must meet, ensure a minimum 6-foot separation.
3. Designate a Site Safety Representative (SSR) to monitor and implement all recommended safety practices regarding the COVID-19 virus with all construction workers (workers). Labor supervisors must have the authority, through consultation with the SSR, to halt all activities that do not adhere to the COVID-19 safety practices.
4. An SSR should be present on the construction site at all times during construction activities.
5. For work sites where multiple-contractors share the same workspace, inform all contractors about each site-specific COVID-19 Construction Field Safety Guideline. Where one contractor enters the space of another contractor, the most stringent guidelines will be followed.
6. Provide personal protective equipment such as gloves, goggles, face shields, and cloth face coverings as appropriate for the activity being performed.
7. Require that staff wear, at minimum, a cloth face covering whenever they around others, including other employees and/or the public.
8. Identify "choke points" and "high-risk areas" where workers are forced to stand together, such as hallways, hoists and elevators, break areas, and buses, and control them so physical (social) distancing is maintained.
9. During pick up or delivery of equipment or materials, ensure a minimum 6-foot separation among workers.
10. Stagger the trades to reduce density and maintain a minimum 6-foot separation for physical distancing unless specific work assignments require less distancing; in such situations, strategies should be implemented to allow for maximum distancing.



# Novel Coronavirus (COVID-19)

## Los Angeles County Department of Public Health Guidance for Construction Sites

11. Modify work schedules to stagger work and provide alternating workdays to reduce the total number of employees on a job site at any given time.
12. Ensure that office staff has the ability to work from home.
13. Discourage workers from using other workers' phones, desks, offices, work tools and equipment. If they must be shared, require that they are cleaned and disinfected before and after use.
14. Place hand wash stations supplied with soap and disposable towels or hand sanitizers and trash cans in multiple locations to encourage hand hygiene.
15. Require anyone on the project to stay home if they are sick.
16. Employees that are sick should stay home at least 24 hours after recovery, which means their fever has resolved without the use of fever-reducing medications AND there is improvement in their symptoms (e.g., cough, shortness of breath), AND at least 10 days have passed since symptoms first appeared. If the employee did not have symptoms but tested positive they should stay home for at least 10 days from when the test was done.
17. Any close contacts to the ill worker should be identified and asked to remain at home in quarantine for 14 days since the last exposure. Close contacts include all individuals who were within 6 feet of the employee for a total of 15 minutes or more over a 24-hour period, starting 2 days before symptoms began until their isolation period ends. In addition, anyone who had contact with their body fluids and/or secretions (such as were coughed on/sneezed on, shared utensils or saliva or provided care to the ill employee without wearing protective equipment) should be in quarantine.
18. Have workers inform their supervisor if they have a sick family member at home with COVID-19 or have been in contact with someone outside of work with COVID-19. Workers who have been exposed should remain at home in quarantine for 14 days from their last contact with the ill individual.
19. Do not require a healthcare provider's note for workers who are sick with acute respiratory illness to validate their illness or to return to work.
20. Maintain a daily attendance log of all workers and visitors at the job site.
21. In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager will be assigned to the cluster investigation to help guide the facility response
22. Establish a daily screening protocol for arriving workers, to ensure that potentially infected workers do not enter the worksite.
23. Regularly clean and sanitize trailers, toilets, and other enclosed spaces such as elevators and lifts as well as high-touch surfaces on job sites and in offices—such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and portable toilets—frequently, as per CDC guidelines: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>



# Novel Coronavirus (COVID-19)

## Los Angeles County Department of Public Health Guidance for Construction Sites

24. Make disinfectants available to workers throughout the worksite and ensure supplies are frequently replenished.

Also, as part of the Site Specific Health and Safety Plan contractors should draft and implement a Code of Safe Practices that is posted in areas visible to all workers and that at a minimum require staff/labor to follow the personal prevention actions noted below:

### *Personal prevention actions include:*

- Stay home when you are sick.
- Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use alcohol-based hand sanitizer that contains at least 60% alcohol. Wash your hands before meals, after using the restroom and after coughing and sneezing.
- Cover your coughs and sneezes with a tissue, and then dispose of the tissue and clean your hands immediately. If you do not have a tissue, use your elbow (not your hands).
- Do not touch your mouth, eyes, nose with unwashed hands
- Avoid contact with people who are sick.
- Bring food and water bottles from home in order to avoid busy or congested food trucks. Do not share food or drinks.
- Drive to worksites or parking areas by yourself—no passengers or carpooling unless they are individuals who live in your home.
- Avoid sharing items such as phones or tools. If tools have to be shared be sure to wipe them down with a disinfectant wipe before and after sharing.
- Constantly observe your work distances in relation to other staff. Maintain the recommended minimum 6 feet separation from one another at all times unless specific work assignments require less distancing, and wear a face cloth covering when working with others
- Disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.

### **Know where to get reliable information**

Beware of scams, false news and hoaxes surrounding novel coronavirus. Visit Public Health’s COVID-19 scams webpage (<http://publichealth.lacounty.gov/hccp/covidscams/>) for information and resources on how to avoid COVID-19 health care scams.

Accurate information, including announcements of new cases in LA County, will always be distributed by Public Health through press releases, social media, and our website. The website has more information on COVID-19 including FAQs, infographics and a guide to coping with stress, as well as tips on handwashing

- Los Angeles County Department of Public Health (LACDPH, County)
  - [publichealth.lacounty.gov/media/Coronavirus/](http://publichealth.lacounty.gov/media/Coronavirus/)
  - Social media: @lapublichealth

# Novel Coronavirus (COVID-19)

## Los Angeles County Department of Public Health Guidance for Construction Sites

Other reliable sources of information about novel coronavirus are:

- California Department of Public Health (CDPH, State)
  - <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
- Centers for Disease Control and Prevention (CDC, National)
  - <http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>
- Los Angeles Department of Building and Safety (Call center - 311 or (213) 473-3231 – Calls will then be routed to LADBS' Call Center or use the MyLA311 Website at [myla311.lacity.org/](http://myla311.lacity.org/) or submit via the MyLA311 mobile app.)
- CAL OSHA Guidance for preparing workplaces: <https://www.osha.gov/Publications/OSHA3990.pdf>

If you have questions and would like to speak to someone call the Los Angeles County Information line 2-1-1 which is available 24 hours a day.

PROJECT MANUAL  
For

FIRE ALARM UPGRADE AT MUSCATEL MIDDLE SCHOOL  
At

ROSEMEAD SCHOOL DISTRICT  
Rosemead, CA

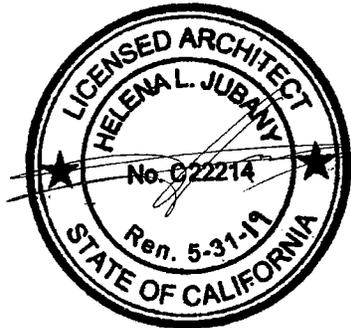
Prepared by

**NAC** | ARCHITECTURE

837 North Spring Street, Third Floor  
Los Angeles, CA 90012-2323

For  
ROSEMEAD SCHOOL DISTRICT  
Park Rosemead  
3907 Rosemead Boulevard  
Rosemead, California 91770-1951

March 20, 2018



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NAC | ARCHITECTURE  
ARCHITECT

FILE: 19-91  
IDENTIFICATION STAMP  
DIVISION OF THE STATE ARCHITECT  
LOS ANGELES BASIN REGIONAL OFFICE

APPL: A#03-118779

AC / FLS *jc* SS /  
DATE: 09062018



BIDDING DOCUMENTS  
TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

01000	Abbreviations, Symbols and Acronyms.....	05
01005	Summary of the Work .....	03
01010	Phasing of the Work .....	03
01050	Schedule of Values .....	02
01080	Application for Payment.....	03
01100	Coordination .....	03
01120	Cutting and Patching .....	06
01160	Request for Clarification .....	01
01200	Project Meetings .....	04
01300	Submittals .....	07
01340	Construction and Demolition Waste Management.....	04
01365	Construction Schedule.....	06
01420	Testing and Inspection.....	03
01500	Construction Facilities and Temporary Controls .....	13
01600	Materials and Equipment .....	06
01640	Substitutions .....	02
01700	Contract Closeout .....	06
01740	Warranties .....	03

DIVISION 2 - SITE WORK

02221	Demolition .....	03
-------	------------------	----

DIVISION 3 – CONCRETE – *NOT USED*

DIVISION 4 – MASONRY – *NOT USED*

DIVISION 5 – METALS – *NOT USED*

DIVISION 6 - WOOD AND PLASTICS – *NOT USED*

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07920	Joint Sealants .....	07
-------	----------------------	----

DIVISION 8 - DOORS AND WINDOWS – *NOT USED*

DIVISION 9 - FINISHES

09910	Painting of Existing Facilities .....	17
-------	---------------------------------------	----

DIVISION 10 – SPECIALTIES – *NOT USED*

DIVISION 11 – EQUIPMENT – *NOT USED*

DIVISION 12 – FURNISHINGS – *NOT USED*

DIVISION 13 - SPECIAL CONSTRUCTION – *NOT USED*

DIVISION 14 - CONVEYING SYSTEMS – *NOT USED*

DIVISION 15 – MECHANICAL – *NOT USED*

DIVISION 26 – ELECTRICAL

260100	Basic Materials and Methods .....	12
260519	Wire and Cable-Rated 600 Volt .....	6
260533	Conduit.....	9
260534	Boxes.....	4
260553	Electrical Identification.....	2
262726	Wiring Devices .....	3

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

283100	Fire Alarm System.....	16
--------	------------------------	----

END OF TABLE OF CONTENTS

SECTION 01000

ABBREVIATIONS, SYMBOLS AND ACRONYMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. List of abbreviations, symbols, and acronyms of societies, institutes, and associations generally appearing in the Contract Documents.

1.02.1 RELATED SECTIONS

- A. Division 01: General Requirements

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 ABBREVIATIONS

ac	Alternating current
amp	ampere
BTU	British thermal unit
cfh	Cubic feet per hour
cfm	Cubic feet per minute
cm	Centimeter
Co.	Company
COP	Coefficient of performance
Corp.	Corporation
d	Penny
db.	Decibel
DB	Dry bulb
dc	Direct current
EER	Energy efficiency ratio
F	Degrees Fahrenheit
fpm	Feet per minute
ft	Foot or feet
gph	Gallons per hour
gpm	Gallons per minute
HP	Horsepower
HVAC	Heating, ventilating and air conditioning
Hz	Hertz
Inc.	Incorporated
KHz	Kilohertz
Kip	thousand pounds
Ksf	Thousand pounds per square foot
Ksi	Thousand pounds per square inch
Kv	Kilovolt

KVA	Kilovolt amperes
KW	Kilowatt
KWH	Kilowatt hour
LF	Linear foot
lb	Pound
LED	Light emitting diode
MBH	1000 BTUs per hour
MHz	Mega hertz
mil	Thousandth of an inch
mm	Millimeter
mph	Miles per hour
oz.	Ounce
PCF	Pounds per cubic foot
pH	Acidity-alkalinity balance
psf	Pounds per square foot
psi	Pounds per square inch
psig	Pounds per square inch, gage
RF	Radio frequency
rpm	Revolutions per minute
SF	Square foot
SY	Square yard
V	Volt
WB	Wet bulb

3.02 SYMBOLS

#	Number or pound
'	Foot or feet
"	Inch(es)
%	Percent

3.03 ACRONYMS

AA	The Aluminum Association, Inc
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGA	American Gas Association
AGCIH	American Conference of Governmental Industrial Hygienists
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction

AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute
APA	APA – The Engineered Wood Association
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATBCB	Architectural & Transportation Barriers Compliance Board
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
CAL/OSHA	California Occupational Safety and Health Administration
CBC	California Building Code
CCR	California Code of Regulations
CEC	California Electrical Code
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMC	California Mechanical Code
CQC	California Quality Control (CMA Standards)
CPC	California Plumbing Code
CRA	California Redwood Association
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSFM	California State Fire Marshal
CSI	Construction Specifications Institute
CTIOA	Ceramic Tile Institute of America
CTI	Cooling Tower Institute
DHI	Door and Hardware Institute
DSA	Division of the State Architect
EPA	Environmental Protection Agency
ETL	ETL Testing Laboratories
FCC	Federal Communication Commission
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
GANA	Glass Association of North America

HMMA	Hollow Metal Manufacturer's Association
HPVA	Hardwood Plywood & Veneer Association
IACS	International Annealed Copper Standards
IAMPO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical & Electronic Engineers, Inc.
IES	Illuminating Engineering Society
IMI	International Masonry Institute
IRI	Industrial Risk Insurers
ISO	International Organization for Standardization
MLSFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve & Fittings Industry.
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEBB	National Environmental Balancing Bureau
NEMA	National Electrical Manufacturers Association
NEC	National Electrical Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Standards and Technology
NOFMA	National Oak Flooring Manufacturers Association
NPCA	National Paint and Coatings Association
NPDES	National Pollutant Discharge Elimination System
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NUSIG	National Uniform Seismic Installation Guidelines
NWMA	National Woodwork Manufacturers Association
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PEI	Porcelain Enamel Institute
PS	Product Standard, U.S. Department of Commerce
RIS	Redwood Inspection Service
RFCI	Resilient Floor Covering Institute
SCAQMD	South Coast Air Quality Management District
SDEI	Steel Deck Institute
SDI	Steel Door Institute

SFM	State Fire Marshal
SFPA	Southern Forest Products Association
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
UBPPA	Uni-Bell PVC Pipe Association
UCI	Uniform Construction Index
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters' Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window and Door Manufacturers Association
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

END OF SECTION



SECTION 01005

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The furnishing of all labor, materials, equipment, services, and incidentals necessary for Work to be performed. Work includes but is not limited to new campus wide Fire Alarm System with voice evacuation, demolition of existing fire alarm system and components, patching and painting of affected walls and/or ceilings.

1.02 RELATED SECTIONS

- A. Section 01010: Phasing of the Work
- B. Section 01100: Coordination
- C. Section 01130: Field Engineering
- D. Section 01500: Construction Facilities and Temporary Controls

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 USE OF PREMISES

- A. CONTRACTOR shall coordinate the Work of all trades, with OWNER and/or Separate Work Contract. CONTRACTOR shall sequence, coordinate, and perform the Work to impose minimum hardship on the operation and use of the existing facilities and/or Project site. CONTRACTOR shall install all necessary protection for existing improvements, Project site, property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the Work.
- B. CONTRACTOR shall confine entrance and exiting to the Project site and/or facilities to routes designated by the OAR
- C. Within existing facilities, OWNER will remove portable equipment, furniture, and supplies from Work areas prior to the start of Work. CONTRACTOR shall cover and protect remaining items in areas of the Work
- D. CONTRACTOR is advised school may be in session during performance of the Work. CONTRACTOR shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the OAR,, CONTRACTOR shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. CONTRACTOR shall

install and maintain air compressors, vehicles, and other internal combustion engine equipment with mufflers, including unloading cycle of compressors. CONTRACTOR shall discontinue operation of equipment producing objectionable noise as required by the OAR.

- E. CONTRACTOR shall furnish, install, and maintain adequate supports, shoring, and bracing to preserve structural integrity and prevent collapse of existing improvements and/or Work modified and/or altered as part of the Work.
- F. CONTRACTOR shall secure building entrances, exits, and Work areas with locking devices as required by the OAR.
- G. CONTRACTOR assumes custody and control of OWNER property, both fixed and portable, remaining in existing facilities vacated during the Work.
- H. CONTRACTOR shall cover and protect surfaces of rooms and spaces in existing facilities turned over for the Work, including OWNER property remaining within as required to prevent soiling or damage from dust, dirt, water, and/or fumes. CONTRACTOR shall protect areas adjacent to the Work in a similar manner. Prior to OWNER occupancy, CONTRACTOR shall clean all surfaces including OWNER property.
- I. CONTRACTOR shall not use or allow anyone other than OWNER employees to use facility telephones and/or other equipment, except in an emergency. CONTRACTOR shall reimburse OWNER for telephone toll charges originating from the facility except those arising from emergencies or use by OWNER employees.
- J. CONTRACTOR shall protect all surfaces, coverings, materials, and finished Work from damage. Mobile equipment shall be provided with pneumatic tires.
- K. CONTRACTOR is advised OWNER will award Separate Work Contracts at this Project site.
- L. CONTRACTOR shall not permit the use of portable and/or fixed radio's or other types of sound producing devices including walkmans and similar devices.

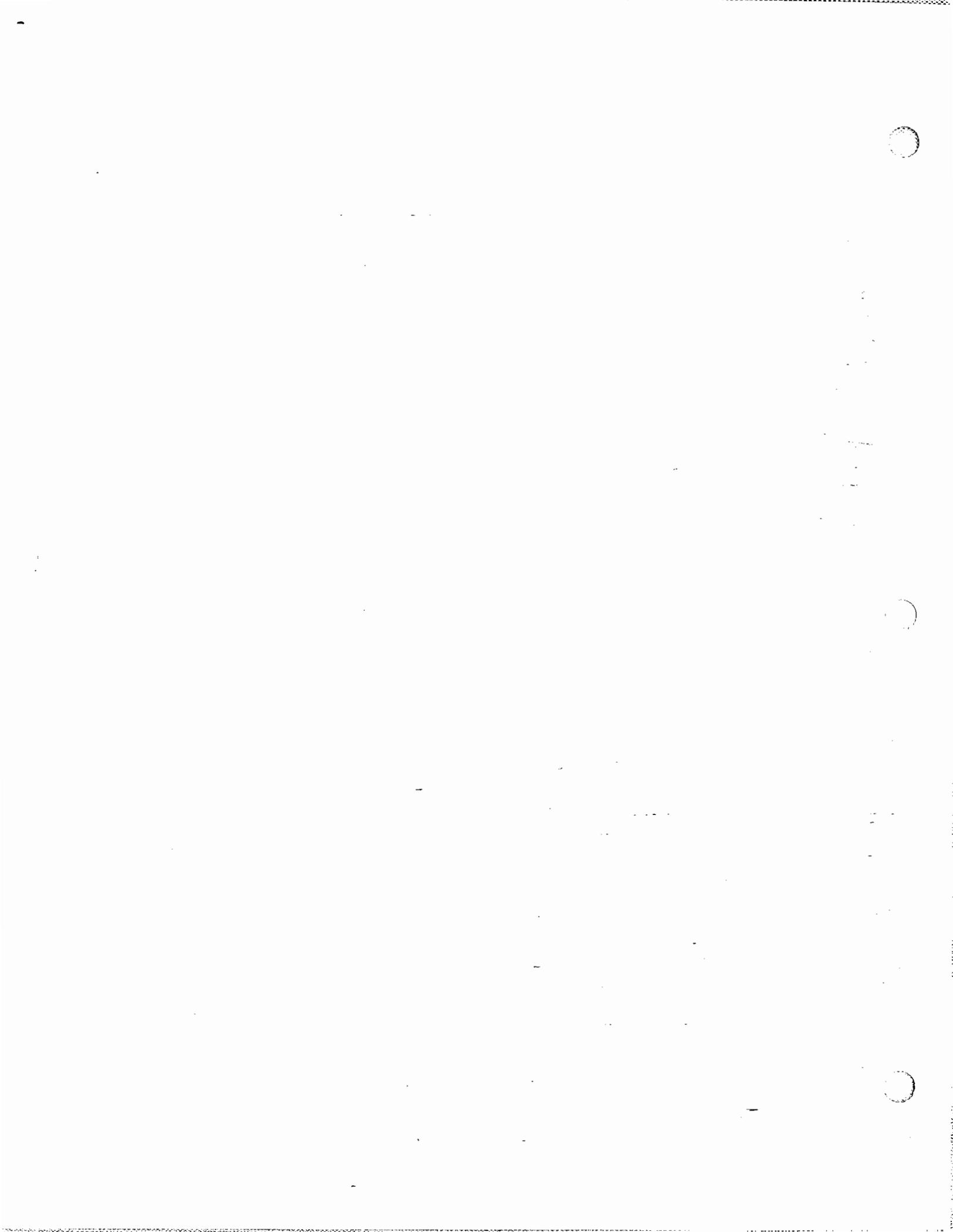
### 3.02 PROPERTY INVENTORY

- A. Property, OWNER intends to remove, will be removed by OWNER before a room or space is vacated for the Work. Before performing Work in each room or space, OAR and CONTRACTOR shall prepare a detailed initial written inventory of OWNER property remaining within, including equipment and telephone instruments and the condition thereof. OAR and CONTRACTOR shall retain a signed copy of the inventory dated and signed by both parties. Prior to subsequent OWNER occupancy of each such room or space, OAR and CONTRACTOR shall perform a final inventory of OWNER property and all discrepancies between the initial inventory and final inventory shall be the responsibility of CONTRACTOR.

### 3.03 FURNITURE, FIXTURES, AND EQUIPMENT

- A. If designated in the Contract Documents to be OWNER furnished CONTRACTOR installed (OFCI), CONTRACTOR shall unload, store, uncrate, assemble, install, and connect OWNER supplied furniture, fixtures, and equipment.
- B. Ninety (90) days prior to Substantial Completion, CONTRACTOR shall notify OAR of the scheduled date for installation of furniture, fixtures, and equipment. Upon delivery to the Project site, CONTRACTOR shall store furniture, fixtures, and equipment inside rooms and/or protected spaces. OAR will sign receipt or bill of lading as applicable.
- C. CONTRACTOR shall, within ten (10) days after delivery, uncrate and/or unpack furniture, fixtures, and equipment in presence of IOR who shall inspect the delivered items. IOR shall prepare an inspection report listing damaged or missing parts and accessories. IOR shall transmit one copy of the report to OAR and CONTRACTOR. OWNER will procure and/or replace missing and or damaged furniture, fixtures, and equipment.
- D. CONTRACTOR shall install furniture, fixtures, and equipment in the locations and orientation. CONTRACTOR shall verify exact locations with OAR prior to final installation of furniture, fixtures, and equipment.
- E. If required, OAR will furnish setting and or placement drawings for furniture, fixtures, and equipment.
- F. CONTRACTOR shall install furniture, fixtures, and equipment by proper means and methods to ensure an installation as recommended by the manufacturer. CONTRACTOR shall furnish and install all necessary fasteners and required blocking to properly install furniture, fixtures, and equipment.
- G. CONTRACTOR shall install furniture, fixtures, and equipment with manufacturer recommended fasteners for the type of construction the furniture, fixtures, and equipment is being fastened and/or anchored to.
- H. CONTRACTOR shall provide final connections of any electrical, signal, gas, water, waste, venting and/or - similar items to furniture, fixtures, and equipment. CONTRACTOR shall, prior to final connection, verify the operating characteristics of furniture, fixtures, and equipment are consistent with the designated supply.

END OF SECTION



SECTION 01010

PHASING OF THE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for phasing of the Work include logistics, phasing, and completion of designated phases prior to commencement of subsequent phases.

1.02 RELATED SECTIONS

- A. Section 01005: Summary of the Work
- B. Section 01010: Phasing of the Work
- C. Section 01100: Coordination
- D. Section 01300: Submittals
- E. Section 01365: Construction Schedule
- F. Section 01500: Construction Facilities and Temporary Controls
- G. Section 01700: Contract Closeout

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 SUBMITTALS

- A. CONTRACTOR shall submit a Project site logistics plans in accordance with and as required by this Section.

3.02 LOGISTICS

- A. Prior to commencement of the Work, CONTRACTOR shall prepare and submit to OAR, a detailed Project site logistic plan, in the same size and scale of the Drawings, setting forth CONTRACTOR plan of the Work relative to the following, but not limited to, items:
  - 1. In accordance with local ordinances a truck access route to and from the Project site.
  - 2. The identification of any overhead wire restrictions for power, street lighting, signal, and/or cable.
  - 3. Local sidewalk access and street closure requirements.

4. Protection of sidewalk pedestrians and vehicular traffic.
  5. Project site fencing and access gate locations.
  6. Construction parking.
  7. Material staging and/or delivery areas.
  8. Material storage areas.
  9. Temporary trailer locations.
  10. Temporary service location and proposed routing of all temporary utilities.
  11. Location of temporary and/or accessible fire protection
  12. Trash removal and location of dumpsters.
  13. Concrete pumping locations.
  14. Location of portable sanitary facilities.
  15. Mixer truck wash out locations.
  16. Traffic control signage.
  17. Perimeter and site lighting.
  18. Storm Water Pollution Prevention Plan – SWPPP
  19. Stockpile and/or lay down areas.
- B. A revised Project site logistic plan may be required by the OAR for separately identified phases of the Work as set forth in this Section.
- C. Unless specifically required elsewhere in the Contract Documents, CONTRACTOR is responsible for securing and/or obtaining all approvals of authorities having jurisdiction relative to logistic plan activities.

### 3.03 PHASING OF THE WORK

- A. Project will be constructed in separate Milestone increments, as identified or as described in this Section and/or the Contract Documents. Phasing will also delineate Work to be completed in each designated phase. Each phase may be required to be completed according to the approved Construction Schedule prior to the commencement of the next subsequent phase. CONTRACTOR shall incorporate and coordinate the Work of Separate Work Contracts relative to this Project.
- B. CONTRACTOR shall install all necessary Work for, but not limited to, power, lighting, signal, HVAC, drainage, and plumbing systems in phased Work before completion of the designated phase. All valves, pull boxes, stub outs, temporary capping, and other Work necessary for phased completion and operation of all necessary systems shall be provided whether or not such Work is specifically identified in the Contract Documents.

### 3.04 PHASING OF THE WORK – GENERAL

- A. CONTRACTOR shall prepare the Construction Schedule in order to complete the Work and related activities in accordance with the phasing plan. CONTRACTOR shall include all costs to complete all Work within the Milestones and/or Contract Time.
- B. OWNER will be seriously damaged by not having all Work completed within the Milestones and/or Contract Time. It is mandatory the Work be complete within the Milestones and/or Contract Time.

3.05 PHASING OF THE WORK – SPECIFIC

- A. CONTRACTOR shall prepare the Construction Schedule, and shall complete the following, but not limited too Milestones, within the designated phases in accordance with the schedule provided by the Owner.
- B. The Contract Time shall be a total of 270 calendar days from the date of commencement of the Contract Time.

END OF SECTION



SECTION 01050  
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedure for submission of a certified Schedule of Values for review and approval by the OAR.

1.02 RELATED SECTIONS

- A. Section 01080: Application for Payment
- B. Section 01300: Submittals
- C. Section 01365: Construction Schedule

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 PREPARATION

- A. Upon receipt of the Notice of Intent to Award, CONTRACTOR shall commence preparation of a certified Schedule of Values.
- B. CONTRACTOR shall coordinate the preparation of a certified Schedule of Values with preparation of the Construction Schedule as set forth in Section 01365.
- C. CONTRACTOR shall follow the table of contents as a Project specific guide to establish the format for a certified Schedule of Values. Provide at least one (1) line item for each Division and/or Specification Section item. Provide separate line items for labor and material when required by the OAR.
- D. Include the following Project school(s) identification on each certified Schedule of Values:
  - 1. Project name and location
  - 2. Project Number
  - 3. ARCHITECT name
  - 4. CONTRACTOR name
  - 5. Date of Submittal
- E. Round amounts to the nearest whole dollar; the total shall equal the Contract Amount.
- F. An approved certified Schedule of Values shall serve as the basis for the monthly certified Application for Payment.

3.02 90 DAY INTERIM SCHEDULE OF VALUES

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE  
ROSEMEAD SCHOOL DISTRICT

SCHEDULE OF VALUES  
01050-1

- A. CONTRACTOR may prepare and submit, in accordance with sub-section 3.03, a 90 day interim Schedule of Values denoting Work to be completed during the first 90 days following the date established in the Notice to Proceed.
- B. CONTRACTOR shall coordinate the preparation of the 90 day interim Schedule of Values with preparation of the Construction Schedule as set forth in Section 01360.
- C. The 90 day interim Schedule of Values is subject to the same terms and conditions as set forth in sub-section 3.03.
- D. The 90 day interim Schedule of Values shall be incorporated into a final Schedule of Values.
- E. The OAR has the right to require subsequent revisions to an approved 90 day interim and/or a final Schedule of Values.

3.03 SUBMITTAL

- A. Within ten (10) days after the date established in the Notice to Proceed, CONTRACTOR shall submit five (5) certified copies of an interim and/or final Schedule of Values for review and approval by the OAR.
- B. OAR will review and if necessary, return the submitted Schedule of Values with summary comments noting items not in compliance with the requirements of the Contract Documents. CONTRACTOR shall revise the submitted Schedule of Values and return five (5) copies within three (3) days of receipt of summary comments.
- C. Signature by OAR shall constitute acceptance of the submitted Schedule of Values.
- D. A copy of the approved Schedule of Values will be transmitted to CONTRACTOR, IOR, and ARCHITECT.
- E. CONTRACTOR shall obtain OAR approval of a 90 day interim Schedule of Values prior to submittal of the first certified Application for Payment.
- F. CONTRACTOR shall obtain OAR approval of the final Schedule of Values prior to submittal of the fourth certified Application for Payment.

END OF SECTION

SECTION 01080

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. This Section specifies administrative and procedural requirements relative to a certified Application for Payment.
  - 1. Coordinate the certified Schedule of Values and certified Application for Payment with, but not limited to, the Construction Schedule, submittal log, and list of Subcontractors.

1.02 RELATED SECTIONS:

- 1. Section 01050: Schedule of Values
- 2. Section 01365: Construction Schedule
- 3. Section 01700: Contract Closeout

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 APPLICATION FOR PAYMENT

- A. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by ARCHITECT and/or OAR, paid for by OWNER, and:
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Application Times: The period of Work covered by each Application for Payment is the payment date for each progress payment as specified in the General Conditions. The period covered by each Application for Payment is the previous month.
- C. Payment Application Forms: Use OWNER provided forms for the Application for Payment.

- D. Application Preparation: Complete every entry on the form. Include execution by a person authorized to sign legal documents on behalf of CONTRACTOR. ARCHITECT will return incomplete applications without action.
- E. Transmittal: Submit a minimum of four (4) signed and original copies of each certified Application for Payment to the ARCHITECT. All copies shall be complete, including releases and similar attachments.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to ARCHITECT.
- F. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal for the first certified Application for Payment include, but are not limited to, the following:
1. Certified Schedule of Values
  2. Performance and payment bonds. List of principal suppliers and fabricators.
  3. Worker Compensation certificates, if applicable.
  4. Auto Insurance, if applicable.
  5. Hazardous Material Insurance Certificates, if applicable.
  6. Construction Schedule
  7. Submittal Schedule
  8. Emergency Contact List
  9. Copies of authorizations and licenses from governing authorities for performance of the Work
- G. Application for Payment at Substantial Completion: Following OAR issuance of the certificate of Substantial Completion, submit an Application for Payment:
1. Administrative actions, submittals and/or Work that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals by authorities having legal jurisdiction over the Work.
    - b. Removal of temporary facilities and services.
    - c. Testing, adjusting and balance records.
    - d. Removal of surplus materials, rubbish, and similar elements.
    - e. Meter readings.
    - f. Start-up performance reports.
    - g. OWNER training and orientations.
    - h. Change over information related to OWNER occupancy, use, operation, and maintenance.
    - i. Final cleaning.
    - j. Ensure that incomplete Work is not accepted and will be completed without undue delay.

- k. Advice on shifting insurance coverage.
  - l. List of defective Work, recognized as exceptions to certificate of Substantial Completion.
  - m. Change of door locks to OWNER system.
- H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited to, the following:
- 1. Completion of Contract Closeout requirements.
  - 2. Project record documents.
  - 3. Completion of final punch list items.
  - 4. Delivery of extra materials, products and or stock.
  - 5. Identification of unsettled claims.
  - 6. Proof that taxes, fees, and similar obligations are paid.
  - 7. Operating and maintenance instruction manuals.
  - 8. Consent of surety to final payment.
  - 9. Waivers and releases.
  - 10. Warranties, guarantees and maintenance agreements.

END OF SECTION



## SECTION 01100

### COORDINATION

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements necessary for coordinating Work operations including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

##### 3.01 COORDINATION

- A. CONTRACTOR shall coordinate operations included in various sections of the Contract Documents to assure efficient and orderly installation of each part of the Work. Coordinate Work operations included under related sections of the Contract Documents that depend on each other for proper installation, connection, and operation of the Work, including but not limited to:
  - 1. Schedule construction operations in the sequence required 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 assure maximum accessibility for required maintenance, service, and repair.
  - 3. Provide provisions to accommodate items scheduled for later installation.
  - 4. Prepare and administer provisions for coordination drawings.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required in notices, reports, attendance at meetings, and:
  - 1. Prepare similar memoranda for OAR and Separate Work Contract where coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation, relocation, and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.
  
- D. Conservation: Coordinate Work operations to assure operations are carried out with consideration given to conservation of energy, water, materials, and:
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into the Work.

3.02 SUBMITTALS

- A. Coordination Drawings: CONTRACTOR shall prepare coordination drawings for coordination of installation of products and materials fabricated by separate entities. Prepare coordination drawings for those areas where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  
- B. Prepare coordination drawings in the following manner:
  - 1. Mechanical, electrical, and plumbing Subcontractors are to first submit their respective Shop Drawings for review in order to make any necessary changes prior to going through the coordination process.
  - 2. Plumbing Subcontractor is to locate the plumbing lines on the plans in blue lines. Fire sprinkler Subcontractor is to locate all piping on the plans in red lines and forward drawing to electrical Subcontractor.
  - 3. Electrical Subcontractor to indicate service and feeder conduit runs in green lines and forward to CONTRACTOR.
  - 4. CONTRACTOR will perform the last coordination review. As each coordination drawing is completed, CONTRACTOR will meet with ARCHITECT and OAR to review and resolve all conflicts on the coordination drawings.
  - 5. All coordination meetings will be held in the Project field office of CONTRACTOR. CONTRACTOR is required to distribute Shop Drawings, cut sheets and submittals to Subcontractors where appropriate.

Reviewed coordination drawings will be maintained in the Project field office of CONTRACTOR.

END OF SECTION

SHUEY ELEMENTARY SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE  
ROSEMEAD SCHOOL DISTRICT

— 12/22/14  
COORDINATION  
01100-3



## SECTION 01120

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for cutting and patching.

##### 1.02 RELATED SECTIONS

- A. Section 01050: Schedule of Values
- B. Section 01100: Coordination
- C. Section 01300: Submittals
- D. Section 01740: Warranties

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

##### 3.01 SUBMITTALS

- A. The word "cutting" as used in the Contract Documents includes, but is not limited to, cutting, drilling, chopping, and other similar operations and the word "patching" includes, but is not limited to, patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, or other similar operations.
- B. Cutting and Patching Proposal: CONTRACTOR shall submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Contract Documents requires approval of these procedures before proceeding. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Denote how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance or other significant visual elements.
  - 3. List products to be used and firms or entities that will perform this Work.
  - 4. Indicate dates when cutting and patching will be performed.

5. Utilities: List utilities that cutting and patching operations will disturb or affect. List utilities to be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Review by ARCHITECT and DSA prior to proceeding with cutting and patching does not waive ARCHITECT right to later require complete removal and replacement of defective Work.

### 3.02 QUALITY ASSURANCE

- A. Requirements for structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  1. Obtain approval from ARCHITECT and DSA of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Foundation construction
    - b. Bearing walls
    - c. Structural concrete
    - d. Structural steel
    - e. Lintels
    - f. Timber and primary wood framing
    - g. Structural decking
    - h. Miscellaneous structural metals
    - i. Equipment supports
    - j. Piping, ductwork, vessels, and equipment
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  1. Obtain review of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment
    - b. Water, moisture, or vapor barriers
    - c. Membranes and flashings
    - d. Fire protection systems
    - e. Noise and vibration control elements and systems
    - f. Control systems
    - g. Communication and/or data systems
    - h. Electrical wiring systems

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the opinion of ARCHITECT, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
1. If possible, retain the original installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.
    - a. Firestopping
    - b. Acoustical ceilings
    - c. Acoustical panels
    - d. Carpeting
    - e. Ceramic tile
    - f. Gypsum board
    - g. Masonry (exterior and interior where exposed)
    - h. Tack boards
    - i. Casework
    - j. Finish carpentry

### 3.03 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

### 3.04 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
1. Before proceeding, meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 3.05 PREPARATION

- A. Temporary support: Provide adequate temporary support of existing improvements or Work to be cut.
- B. Protection: Protect existing improvements and Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for

portions of existing improvements or Work that might be exposed during cutting and patching operations.

- C. Avoid interference with operation of adjoining areas or interruption of free passage to adjoining areas.

### 3.06 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Carefully remove existing Work to be salvaged and/or reinstalled. Protect and store for reuse into the Work. Verify compatibility and suitability of existing substrates before starting the Work.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting, provide hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill. Saw cut reinforcing bars and paint ends with bituminous paint except where bonded into new concrete or masonry.
  - 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating, backfill, or re-compaction.
  - 5. Woodwork: Cut and or remove to a panel or joint line.
  - 6. Sheet Metal: Remove back to joint, lap, or connection. Secure loose or unfastened ends or edges and seal watertight.
  - 7. Glass: Remove cracked, broken, or damaged glass and clean rebates and stops of setting materials.
  - 8. Plaster: Cut back to sound plaster on straight lines, and back bevel edges of remaining plaster. Trim existing lath and prepare for new lath.
  - 9. Gypsum Wallboard: Cut back on straight lines to undamaged surfaces with at least two opposite cut edges centered on supports.

10. Acoustical ceilings: Remove hanger wires and related appurtenances where ceilings are not scheduled to be installed.
  11. Tile: Cut back to sound tile and backing on joint lines.
  12. Flooring: Completely remove flooring and clean backing of prior adhesive.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with required tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Verify conditions of existing substrates prior to executing Work.
  2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate all evidence of patching and refinishing.
  3. Concrete: Maintain cut edges in a moist condition for twenty four (24) hours prior to the placement of new concrete. In lieu of this an epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall provide a compressive strength 3,000 psi where installed to repair and/or match existing improvements, unless noted otherwise.
  4. Metal Fabrications: Items to remain exposed shall have their edges cut and ground smooth and rounded.
  5. Sheet Metal: Replace removed and/or damaged sheet metal items as required for new Work.
  6. Lath and Plaster: Install new lath materials to match existing and fasten to supports at 6" centers. Provide a 6" lap where new lath to adjoins existing lath. Fasten new lath as required for new Work. Restore paper backings as required. Apply a bonding agent on cut edges of existing plaster. Apply three coat plaster of the type, thickness, finish, texture, and color to match existing.
  7. Gypsum Wallboard: Fasten cut edges of wallboard. Install patches with at least two opposite edges centered on supports and secure at 6" centers. Tape and finish joints and fastener heads. Patching shall be non-apparent when painted and/or finished.
  8. Acoustical Ceilings: Comply with the requirements for new Work specified in related sections of the Contract Documents.

9. Resilient Flooring: Completely remove flooring and prepare substrate for new material.
10. Painting: Prepare areas to be patched, patch and paint as specified under related sections of the Contract Documents.

3.07

#### CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged coverings to their original condition.

END OF SECTION

SECTION 01160

REQUEST FOR CLARIFICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedure for requesting clarification of the intent of the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 01005: Summary of the Work
- B. Section 01100: Coordination
- C. Section 01365: Construction Schedule
- D. Section 01700: Contract Closeout

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 PROCEDURE

- A. ARCHITECT response is a clarification of the intent of the Contract Documents and does not authorize changes in the Contract Amount, Milestones and/or Contract Time.
- B. A Request for Clarification may be returned with a stamp or notation "Not Reviewed," if:
  - 1. The requested clarification is ambiguous or unclear;
  - 2. The requested clarification is equally available to the requesting party by researching and/or examining the Contract Documents;
  - 3. CONTRACTOR has not reviewed the Request for Clarification prior to submittal.
- C. Allow a minimum of nine (9) days for review and response time, after receipt by ARCHITECT and OAR. CONTRACTOR shall verify and is responsible in verifying ARCHITECT and OAR receipt of a Request for Clarification.
- D. Changes or alterations to the approved drawings or specifications shall be made by means of addenda or change orders as per section 4-338 of the California Building Standards Administrative Code.

END OF SECTION



SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for Project meetings, including but not limited to, the following:
  - 1. Job start meeting.
  - 2. Pre-installation conferences.
  - 3. Progress meetings.
  - 4. Meetings as required by the OAR.

1.02 RELATED SECTIONS

- A. Section 01010: Phasing of the Work
- B. Section 01100: Coordination
- C. Section 01300: Submittals
- D. Section 01365: Construction Schedule

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.01 JOB START MEETING

- A. In accordance with General Condition Article 2.6, OAR will schedule a job start meeting before starting the Work, at a time and date determined by OAR. Meeting shall be held at the Project site or another location as determined by OAR. Meeting will be held in order to review responsibilities, procedures, and other administrative requirements contained within the Contract Documents.
- B. Authorized representatives of OWNER, IOR, ARCHITECT, CONTRACTOR and other parties shall attend the meeting. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda items shall include significant items which could affect progress of the Work, including, but not limited to the following:
  - 1. Preliminary Construction Schedule
  - 2. Critical work sequencing
  - 3. Designation of responsible personnel

4. Identification of OAR
5. Procedures for processing field decisions
6. Request for Proposal
7. Construction Directive and Change Order
8. Procedures for processing Applications for Payment
9. Prevailing wages
10. Submittal of Shop Drawings, Product Data, material lists, and Samples
11. Preparation of project record documents
12. Use of the Project site and/or premises
13. Parking availability
14. Office, work, and storage areas
15. Equipment deliveries and priorities
16. Safety procedures
17. First Aid
18. Security
19. Housekeeping
20. Working hours
21. Contract Compliance Officer
22. Insurance Services including OCIP
23. Environmental Health & Safety

- D. OAR shall prepare and issue meeting minutes to attendees and interested parties no later than five (5) calendar days after the meeting date.

### 3.02 PRE-INSTALLATION CONFERENCES

- A. CONTRACTOR shall coordinate and conduct pre-installation conferences at the Project site as required by related Sections of the Contract Documents.
- B. CONTRACTOR, manufacturers, and fabricators involved in or affected by the installation and its coordination or integration with other pre-ceding and/or subsequent installations of Work shall attend the meeting. CONTRACTOR shall advise OAR, IOR, and ARCHITECT of scheduled meeting dates in order to secure their attendance.
1. CONTRACTOR shall review the progress of construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related Construction Directives and Change Orders
    - d. Purchases
    - e. Deliveries
    - f. Shop Drawings, Product Data, and quality-control samples
    - g. Review of mockups
    - h. Possible conflicts

- i. Compatibility problems
- j. Time schedules
- k. Weather limitations
- l. Manufacturer's recommendations
- m. Warranty requirements
- n. Compatibility of materials
- o. Acceptability of substrates
- p. Temporary facilities
- q. Space and access limitations
- r. Governing regulations
- s. Safety
- t. Inspecting and testing requirements
- u. Required performance results
- v. Recording requirements
- w. Protection

- 2. CONTRACTOR shall record significant discussions and directives received from each conference. CONTRACTOR shall, within three (3) calendar days after the meeting date, distribute the minutes of the meeting to all concerned parties, including but not limited to, OAR, IOR, and ARCHITECT.

3.03 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project site at regular intervals, typically weekly, as determined by the OAR.
- B. In addition to representatives of CONTRACTOR, OWNER, and ARCHITECT, each Subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of the Work shall, if requested by OAR, be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude all matters relating to the Work.
- C. Failure of the CONTRACTOR to be so represented at any progress meeting which is held at a mutually agreed time or for which a written notice is given, shall not relieve CONTRACTOR from abiding by any and all OAR or ARCHITECT determinations or directives issued at such meeting.
- D. OAR will review and correct or approve minutes of the previous progress meeting and will review other significant items affecting progress. Topics for discussion as appropriate to the status of the Project include but are not limited to:
  - 1. Interface requirements
  - 2. Construction Schedule
  - 3. Sequence and coordination
  - 4. Status of submittals / RFC's

5. Deliveries
6. Off-site fabrication
7. Access
8. Site utilization
9. Temporary Construction Facilities and Controls
10. Hours of work
11. Hazards and risks
12. Housekeeping
13. Quality and workmanship
14. Unforeseen conditions
15. Testing and Inspection
16. defective Work
17. Construction Directive
18. Request for Proposal
19. Change Order Proposals and Change Orders
20. Documentation of information for payment requests
21. Application for Payment
22. Other items as required or as brought forth.

E. No later than three (3) calendar days after each progress meeting, OAR will prepare and distribute minutes of the meeting to each present and absent party. Include a brief summary, in narrative form, of progress, decisions, directives, actions taken, and all other issues since the previous meeting and report.

1. Schedule Updating: If required, CONTRACTOR shall revise the Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the next scheduled progress meeting.

#### 3.04 ADDITIONAL MEETINGS

A. OAR, upon giving notice to the intended parties and without further obligation, may require additional meetings to discuss Work and/or Project related activities.

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work, including but not limited to; Shop Drawings, Product Data, Samples, material lists, and quality control items as required by the Contract Documents.
- B. Wherever possible, throughout the Contract Documents, the minimum acceptable quality of workmanship and products has been defined by the name and catalog number of a manufacturer and by reference of recognized industry standards.
- C. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for submittal of design data and for its review by ARCHITECT, OAR and/or others.

##### 1.02 RELATED SECTIONS

- A. Section 01100: Coordination
- B. Section 01120: Cutting and Patching
- C. Section 01365: Construction Schedule
- D. Section 01640: Substitutions
- E. Section 01700: Contract Closeout
- F. Section 01740: Warranties

#### PART 2 – PRODUCTS

#### PART 3 - EXECUTION

##### 3.01 PROCEDURES

- A. CONTRACTOR shall package each submittal appropriately for transmittal and handling. CONTRACTOR shall transmit each submittal to ARCHITECT with concurrent copy of the transmittal to the OAR. ARCHITECT and/or OAR will not accept submittals received from sources other than from CONTRACTOR.
- B. After ARCHITECT review, ARCHITECT will transmit submittals to OAR and OAR shall further distribute to CONTRACTOR, IOR and/or others as required. Work shall not commence, unless otherwise approved by OAR, until approved submittals are transmitted to CONTRACTOR.

- C. CONTRACTOR shall clearly identify any deviations from the Contract Documents on each submittal. Any deviation not so noted even though stamped reviewed is not acceptable.
- D. CONTRACTOR shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities requiring sequential activity.
- E. Timing of Submittals:
1. In accordance with General Conditions, CONTRACTOR shall submit to ARCHITECT, with copy of transmittal to the OAR, those Shop Drawings, Product Data, diagrams, materials lists, Samples and other submittals required by the Contract Documents.
  2. The schedule of submittals shall provide adequate time between submittals in order to allow for proper review without negative impact to the Construction Schedule.
  3. Schedule of submittals shall be related to Work progress, and shall be so organized as to allow sufficient time for transmitting, reviewing, corrections, resubmission, and re-reviewing.
  4. CONTRACTOR shall coordinate submittal of related items and ARCHITECT reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received by ARCHITECT.
  5. CONTRACTOR shall revise, update and submit submittal schedule to ARCHITECT and OAR on the first of each month, or as required by OAR.
  6. CONTRACTOR shall allow in the Construction Schedule, at least sixteen (16) days for ARCHITECT review following ARCHITECT receipt of submittal. For mechanical, plumbing, electrical, and other submittals requiring joint review with OAR, CONTRACTOR shall allow a minimum of eighteen (18) days following ARCHITECT receipt of submittal.
  7. No adjustments to the Contract Time and/or Milestones will be authorized because of a failure to transmit submittals to ARCHITECT sufficiently in advance of the Work to permit review and processing.
  8. In case of product substitution, Shop Drawing preparation shall not commence until such time ARCHITECT and OAR reviews said submittal relative to the General Conditions.

- G. If required, resubmit submittals in a timely manner. Resubmit as specified for initial submittal but identify as such. Review times for re-submitted items shall be as per the time frames for initial submittal review.
- H. Shop Drawing preparation shall not commence until such time as CONTRACTOR receives Product Data approval.
- I. ARCHITECT, or authorized agent, will stamp each submittal with a uniform, action stamp. ARCHITECT, or authorized agent, will mark the stamp appropriately to indicate the action taken, as follows:
  - 1. Final Unrestricted Release: When ARCHITECT, or authorized agent, marks a submittal "Reviewed," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2. Final-But-Restricted Release: When ARCHITECT, or authorized agent, marks a submittal "Reviewed as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  - 3. Returned for Re-submittal: When ARCHITECT, or authorized agent, marks a submittal "Rejected, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat as necessary to obtain different action mark. In case of multiple submittals covering same items of Work, CONTRACTOR is responsible for any time delays, schedule disruptions, out of sequence Work, or additional costs due to multiple submissions of the same submittal item. Do not use, or allow others to use, submittals marked "Rejected, Revise and Resubmit" at the Project site or elsewhere where Work is in progress.
  - 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the ARCHITECT, or authorized agent, will return the submittal marked "Action Not Required".

### 3.02 SHOP DRAWINGS

- A. Shop Drawings are original drawings prepared by CONTRACTOR, Subcontractor, supplier, or distributor illustrating some portion of Work by showing fabrication, layout, setting, or erection details. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.

- B. Produce Shop Drawings to an accurate scale that is large enough to indicate all pertinent features and methods. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 x 11 inches but no larger than 24 x 36 inches.
- C. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- D. Provide a space of approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record CONTRACTOR and ARCHITECT review, and the action taken. Include the following information on the label for processing and recording action taken:
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of ARCHITECT.
  - 4. Name and address of CONTRACTOR.
  - 5. Name and address of Subcontractor.
  - 6. Name and address of supplier.
  - 7. Name and address of manufacturer.
  - 8. Name and title of appropriate Specification section.
  - 9. Drawing number and detail references, as appropriate.
- E. Unless otherwise agreed to or indicated in individual Specification sections, submit a sufficient number to allow for adequate CONTRACTOR, Subcontractor, supplier, manufacturer and fabricators distribution plus two sets to be retained by ARCHITECT, one set to IOR and one set to OAR. .

3.03 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of Work or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, wiring diagrams, schedules, illustrations, or performance curves.

1. Mark each copy to show or delineate pertinent materials, products, models, applicable choices, or options. Where Product Data includes information on several products that are not required, clearly mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations.
  - b. Compliance with trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
  - g. Notation of dimensions and required clearances.
  - h. Indicate performance characteristics and capacities.
  - i. Indicate wiring diagrams and controls.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

C. Required Copies and Distribution: Same as denoted in sub - section 3.02, E.

### 3.04 SAMPLES

#### A. Procedure:

1. Submit Samples of sufficient size, quantity, cured and finished and physically identical to the proposed product or material. Samples include partial or full sections or range of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches denoting color, texture, and/or pattern.
  - a. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:
    1. Specification section number and reference.
    2. Generic description of the Sample.
    3. Sampling source.
    4. Product name or name of manufacturer.
    5. Compliance with recognized standards.
    6. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- a. Where variations in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show the approximate limits of the variations.
  - b. Refer to other Specification sections for requirements for Samples that illustrate workmanship, fabrication techniques, assembly details, connections, operation, and similar construction characteristics.
  - c. Refer to other sections for Samples to be returned to CONTRACTOR for incorporation into the Work. Such Samples must be undamaged at time of installation. On the transmittal indicate special requests regarding disposition of Sample submittals.
  - d. Samples not incorporated into the Work, or otherwise not designated as OWNER property, remain the property of CONTRACTOR and shall be removed from the Project site prior to Substantial Completion.
3. Color and Pattern: Whenever a choice of color or pattern is available in a specified product, submit accurate color chips and pattern charts to OAR for review and selection.
4. Number Required: Submit 5 of each. Two will be returned to CONTRACTOR with one to ARCHITECT, OAR, and IOR.
- B. When specified, erect field Samples and mock-ups at the Project site to illustrate products, materials, or workmanship and to establish standards by which completed Work shall be judged.
- C. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of the Work. Sample sets may be used to obtain final acceptance of the Work associated with each set.

3.05 QUALITY CONTROL SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's field reports, and other quality control submittals as required under other sections of the Contract Documents. -
- B. When other sections of the Contract Documents require manufacturer's certification of a product, material, and/or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.

- C. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the represented company.
- D. Requirements for submittal of inspection and test reports are specified in other sections of the Contract Documents.

END OF SECTION



SECTION 01340

CONSTRUCTION & DEMOLITION WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparation and implementation, including reporting and documentation, of a Waste Management Plan for reusing, recycling, salvage or disposal of non-hazardous waste materials generated during demolition and/or new construction (Construction & Demolition (C&D) Waste), to foster material recovery and reuse and to minimize disposal in land fills.

B. Related Sections

1. Section 01300: Submittals
2. Section 01500: Construction Facilities and Temporary Controls
3. Section 01700: Contract Closeout

1.02 REFERENCES

- A. California Integrated Waste Management Act of 1989 (AB 939)
- B. California Code of Regulations Title 14, Section 18700 et seq.

1.03 SYSTEM DESCRIPTION

- A. Collection and separation of all C&D waste materials generated on-site, reuse or recycling on-site, transportation to approved recyclers or reuse organizations, or transportation to legally designated landfills, for the purpose of recycling salvaging and/or reusing a minimum of 75% of the C&D waste generated.

1.04 SUBMITTALS

- A. C&D Waste Management Plan (Exhibit 1): Within 10 calendar days after the Notice to Proceed and prior to any waste removal, submit the following to the OAR for review and approval. Update quarterly. Include:
  1. Materials to be recycled, reused, or salvaged, either onsite or offsite.
  2. Estimates of C&D waste quantity (in tons) by type of material. (If waste is measured by volume, give factors for conversion to weight in tons.)
  3. Procedures for recycling/ reuse program.
  4. Permit or license and location of Project waste-disposal areas.
  5. Site plan for placement of waste containers.

- B. C&D Waste Management Monthly Progress Report (Exhibit 2): Summary of waste generated by Project, monthly with Application for Payment. Include:
1. Firms accepting the recovered or waste materials.
  2. Type and location of accepting facilities (landfill, recovery facility, used materials yard, etc.). If materials are reused or recycled on the Project site, location should be designated as "on-site reuse / recycling".
  3. Type of materials and net weight (tons) of each.
  4. Value of the materials or disposal fee paid.
  5. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.
- C. C&D Waste Management Final Compliance Report: Final update of Waste Management Plan to provide summary of total waste generated by Project.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 IMPLEMENTATION

- A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or reused, or disposed in landfills.
- B. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/ recyclable materials.
- C. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.
- D. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.

3.02 ATTACHMENTS

- A. Exhibit 1: Waste Management Plan
- B. Exhibit 2: Waste Management Monthly Progress Report.

**EXHIBIT 1**

**WASTE MANAGEMENT PLAN  
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS**

PROJECT NAME: «PROJECTTITLE» «CONTRACTTITLE»  
 PROJECT NO: «Project Number»  
 NAME OF COMPANY: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 PROJECT SITE LOCATION: \_\_\_\_\_  
 PROJECT TYPE:  NEW CONSTRUCTION       DEMOLITION  
                    MAINTENANCE/ALTERATION PROJECTS  
 PROJECT SIZE (SQ. FT.): \_\_\_\_\_  
 DATE & ESTIMATED PERIOD \_\_\_\_\_

(1) Material Type	(2) Tons Estimated Recycle	(3) Tons Estimated Reuse	(4) Tons Estimated Salvage	(5) Tons Estimated Landfill	(6) Proposed Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
<b>Total</b>					
<b>Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]</b>					=

Signature	Title	Date
-----------	-------	------

- Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.
- Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
- Column 5 "Estimated Landfill" - Enter quantities (tons) of materials to be disposed in landfill.
- Column 6 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
- General : (1) Attach proposed Recycling & Waste Bin Location Plan.  
 (2) Attach name and contact data for each recycling or disposal destination to be used.

**EXHIBIT 2**

**WASTE MANAGEMENT PROGRESS REPORT  
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS**

PROJECT NAME: «PROJECTTITLE» «CONTRACTTITLE»  
 PROJECT NO: «Project Number»  
 NAME OF COMPANY: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 PROJECT SITE LOCATION: \_\_\_\_\_  
 PROJECT TYPE:  NEW CONSTRUCTION  DEMOLITION  
 MAINTENANCE/ALTERATION PROJECTS  
 PROJECT SIZE (SQ. FT.): \_\_\_\_\_  
 PERIOD \_\_\_\_\_ to \_\_\_\_\_

(1) Material Type	(2) Tons Actual Recycle	(3) Tons Actual Reuse	(4) Tons Actual Salvage	(5) Tons Actual Landfill	(6) Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
<b>Total</b>					
<b>Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]</b>					=

Signature	Title	Date
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- Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.
- Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
- Column 5 "Estimated Landfill" - Enter quantities (tons) of materials disposed.
- Column 4 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
- General : (1) Attach proposed Recycling & Waste Bin Location Plan.  
 (2) Attach name and contact data for each recycling or disposal destination to be used.

END OF SECTION

MUSCATEL MIDDLE SCHOOL  
 FIRE ALARM UPGRADE AT ENTIRE SITE  
 ROSEMEAD SCHOOL DISTRICT

CONSTRUCTION &  
 DEMOLITION WASTE MANAGEMENT  
 01340-4

SECTION 01365

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction Schedule procedures, preparation, submittal, updates, and revisions.

1.02 RELATED SECTIONS

- A. Section 01005: Summary of the Work
- B. Section 01300: Submittals.
- C. Section 01700: Contract Closeout.

1.03 PROCEDURES

- A. Within 7 calendar days after date of Notice to Proceed, CONTRACTOR shall submit to OWNER for review, a detailed Construction Schedule setting forth all requirements for complete execution of the Work.
- B. Seven (7) calendar days after receipt of the OWNER'S review comments, submit a final Construction Schedule acceptable to OWNER.
- C. If a Construction Schedule is considered by OWNER to not be in compliance with any requirement of the Contract, CONTRACTOR will be notified to review and revise the Construction Schedule and bring it into compliance. Failure of CONTRACTOR to submit a Construction Schedule in full compliance with the Contract Documents will result in a delay in progress payment processing. The Construction Schedule is to be used in evaluating progress for payment approval.
- D. Subsequently with each Progress Payment Request, CONTRACTOR shall deliver to OWNER an updated Construction Schedule reflecting Work progress to the end of the Progress Payment Request period. Each such Construction Schedule shall indicate actual progress to date in execution of the Work, together with a projected schedule for completion of all the Work.
- E. All schedule submittals are subject to review and acceptance by OWNER. OWNER retains the right to withhold progress payments until CONTRACTOR submits a Construction Schedule acceptable to OWNER.

- F. Concurrent with OWNER'S acceptance of CONTRACTOR'S submitted Construction Schedule, shall be CONTRACTOR'S signature of acceptance.

1.04 SCHEDULE SUBMITTAL PREPARATION GUIDELINES

- A. The Contract Work shall be scheduled and progress monitored using a Critical Path Method (CPM) network type scheduling system. Schedule shall be broken into sub-activities which shall, as a minimum, include major suppliers, all submittal approvals, all major trades, plumbing, mechanical, electrical, security, fire, and elevators/escalators. Scheduling system shall indicate all inter-relationships between trades and suppliers.
- B. Construction Schedule shall represent a practical plan to complete the Work within the Contract time requirement.
  - 1. A schedule extending beyond Contract time or less than Contract time will not be acceptable.
  - 2. A schedule found unacceptable by OWNER shall be revised by CONTRACTOR and resubmitted.
- C. Construction schedule shall clearly indicate sequence of construction activities, grouped by applicable phase and sorted by areas, buildings, or facilities within phase, and shall specifically indicate:
  - 1. Start and completion of all Work items, their major components, and interim milestone completion dates, as determined by CONTRACTOR and OWNER.
  - 2. Activities for procurement, delivery, installation of equipment, materials, and other supplies, including:
    - a. Time for submittals, resubmittals, and reviews. Include decision dates for selection of finishes.
    - b. Time for manufactured products for the Work fabrication and delivery.
    - c. Interdependence of procurement and construction activities.
    - d. As applicable, dates for testing, balancing equipment, and final inspection.

- D. Schedule shall be in sufficient detail to assure adequate planning and execution of the Work.
1. Each task activity shall range in duration from a 1 workday minimum to a 15 workday maximum and shall be total of actual days required for completion. The activity duration shall not include consideration of weather impact on completion of that activity.
  2. Schedule shall be suitable, in judgment of OWNER, to allow monitoring and evaluation of progress in performance of the Work; it shall be calendar time-scaled.
  3. Activities shall include:
    - a. Description; what is to be accomplished and where.
    - b. Workday duration.
    - c. Scheduled activities shall indicate continuous flow, from left to right.
  4. CONTRACTOR shall setup up the schedule calendar to identify workdays per week and shifts per day worked, non-work days, weekends and holidays.
- E. Failure to include any element of Work required for performance of this Contract shall not excuse CONTRACTOR from completing Work required to comply with the Contract Documents, notwithstanding acceptance of Construction Schedule.
- F. Submittal of Construction Schedule shall be understood to be CONTRACTOR'S confirmation that the schedule meets requirements of the Contract Documents, and that the Work will be executed in sequence indicated in schedule.

1.05 REVIEWS, UPDATES, AND REVISIONS

- A. OWNER will review and return the initial submittal of CONTRACTOR'S Construction Schedule, with summary comments, within 7 calendar days. If revisions are required, CONTRACTOR shall resubmit Schedule within 7 calendar days following receipt of OWNER'S comments.

- B. CONTRACTOR shall analyze and update the Project Construction Schedule:
1. As part of monthly payment application, CONTRACTOR shall submit to and participate with OWNER in a schedule review to include:
    - a. Actual start dates for Work items started during report period.
    - b. The percent (%) complete on activities that have actual start dates.
    - c. Actual completion dates for Work items completed during report period.
    - d. Estimated remaining duration for Work items in progress, which will not exceed original duration for activity.
    - e. Estimated start dates for Work items scheduled to start during month following report period, if applicable.
    - f. Changes in duration of Work items.
  2. In case of a change to CONTRACTOR'S planned sequence of Work, CONTRACTOR shall include a narrative report with updated progress schedule which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors, and any proposed revisions for a recovery plan.
  3. All Change Orders affecting the schedule shall be clearly identified as separate and new activities integrated into the schedule at the appropriate time and in the appropriate sequence as reviewed and approved by OWNER.
  4. The Project Construction Schedule Review will not relieve CONTRACTOR of responsibility for accomplishing all Work in accordance with the Contract Documents.
- D. Updates: CONTRACTOR shall submit to OWNER, with each payment application, an up-to-date Project Construction Schedule to include following:
1. Work Item Report: Detailing Work items and dependencies as indicated on the Schedule.
  2. Separate listing of activities completed during reporting period.
  3. Separate listing of activities which are currently in progress, indicating their remaining duration and percentages completed.

4. Separate listing of activities which are causing delay in Work progress.
- E. Scheduling of change or extra Work orders is responsibility of CONTRACTOR.
  1. CONTRACTOR shall revise the Project Construction Schedule to incorporate all activities involved in completing change orders or extra Work orders and submit it to OWNER for review.
- F. If OWNER finds CONTRACTOR is entitled to extension of any completion date, under provisions of the Contract, OWNER'S determination of total number of days of extension will be based upon an analysis of the current Project Construction Schedule, and upon data relevant to the extension.
- G. CONTRACTOR acknowledges and agrees that delays to non-critical activities will not be considered a basis for a time extension unless activities become critical. Non-critical activities are those activities which, when delayed, do not affect an interim or Substantial Completion date.
- H. Any claim for extension of time shall be made in writing to OWNER not more than 7 days after commencement of delay; otherwise, it shall be deemed waived for all purposes. CONTRACTOR shall provide an estimate of the probable effect of such a delay on progress of Work as part of claim.

1.06 CONTRACTOR'S RESPONSIBILITY

- A. Nothing in these requirements shall be deemed to be an usurpation of CONTRACTOR'S authority and responsibility to plan and schedule Work as CONTRACTOR sees fit, subject to all other requirements of Contract Documents.
- B. CONTRACTOR shall provide at all times sufficient competent labor, materials, and equipment to properly carry on Work and to insure completion of each part in accordance with Construction Schedule and within time agreed.
- C. CONTRACTOR shall be responsible for ensuring that all submittals to the OWNER are accurate and consistent. Damage, including extra time and cost, caused by inaccuracies from CONTRACTOR will be compensated by CONTRACTOR.

1.07 SUSPENSION OF PAYMENTS

- A. Initial Submittal: If CONTRACTOR fails to comply with the specified requirements, OWNER reserves the right to engage an independent scheduling consultant to fulfill these requirements. Upon additional notice to

CONTRACTOR, OWNER shall retain against CONTRACTOR all incurred costs for additional services.

- B. Update Submittals: OWNER has the right to withhold progress payments if CONTRACTOR fails to update and submit the Project Construction Schedule and reports as required by OWNER.

1.08 RECORD COPY

- A. Prior to the Contract Completion, CONTRACTOR shall submit the Project Construction Schedule showing the as-built sequence. The as-built schedule shall have all activities with actual start and end dates.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

## SECTION 01420

### TESTING AND INSPECTION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Testing and inspection services to meet requirements of the California Building Code (CBC), Title 24, Parts 1 and 2, as indicated on the Drawings.
- B. One or more DSA certified inspectors employed by the OWNER in accordance with the requirements of California Building Standards Administrative Code will be assigned to the Work with their duties as specifically defined in Section 4-333(b).
- C. Tests of materials are required by a DSA certified testing agency as set forth in Section 4-335 of the California Building Standards Administrative Code.

##### 1.02 RELATED SECTIONS

- A. Section 01120: Cutting and Patching
- B. Section 01300: Submittals
- C. Section 01365: Construction Schedule
- D. Section 01600: Materials and Equipment
- E. Section 01700: Contract Closeout
- F. Section 01740: Warranties

#### PART 2 – PRODUCTS (Not applicable)

#### PART 3 – EXECUTION

##### 3.01 TESTS

- A. OWNER will select an independent testing agency to conduct tests, sampling, and testing of materials. Selection of material to be tested shall be by the agency and not by CONTRACTOR.
- B. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from IOR such testing and inspection is not required shall not be incorporated into the Work.

- C. OWNER will select and directly reimburse testing agency the costs for all DSA and/or DSA required tests and inspections, but may be reimbursed by CONTRACTOR for such costs as noted in related sections of the Contract Documents.
- D. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The agency shall not perform any duties of CONTRACTOR.

3.02 TEST REPORTS

- A. Test reports shall include all tests performed, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall indicate the material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2, as indicated on the Drawings. Test reports shall indicate specified design strength. They shall also definitely state whether or not material or materials tested comply with the specified requirements.

3.03 VERIFICATION OF TEST REPORTS

- A. Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering tests which are required to be performed by that agency during progress of the Work. Such report shall be furnished each time construction on the Work is suspended, covering tests up to that time, and prior to Final Completion of the Work, covering all tests.

3.04 INSPECTION BY OWNER

- A. OWNER and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.
- B. OAR shall have the right to reject materials and/or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to OWNER. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, OWNER may correct such defective Work and proceed in accordance with related Articles of the Contract Documents.

- C. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements.

3.05 INSPECTOR OF RECORD

- A. Inspector of Record is employed by OWNER in accordance with requirements of Title 24 of the California Code of Regulations with their duties specifically defined therein.
- B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all of the terms and conditions of the Contract Documents.
- C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking, and similar activities of the Work.

3.06 TESTS AND INSPECTIONS

The following tests and inspections do not limit inspection of the Work but are required by DSA, other agencies, or are required in related Sections of the Contract Documents.

- A. Concrete - CBC, Chapter 19A:
  - 3. Inspection:
    - a. Project Site Inspection 1905A.1

END OF SECTION



## SECTION 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary utilities, construction facilities and controls to be provided, maintained, relocated, and removed by the CONTRACTOR

##### 1.02 RELATED SECTIONS

- A. Section 01005: Summary of the Work
- B. Section 01010: Phasing of the Work
- C. Section 01050: Schedule of Values
- D. Section 01365: Construction Schedule
- E. Section 01420: Testing and Inspection
- F. Section 01700: Contract Closeout

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

##### 3.01 QUALITY ASSURANCE

- A. CONTRACTOR shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building Code requirements
  - 2. Division of State Architect – Comply with 2010 CFC Article 87.
  - 3. Health and safety regulations
  - 4. Utility company regulations
  - 5. Police, fire department and rescue squad requirements
  - 6. Environmental protection regulations
- B. CONTRACTOR shall arrange for the inspection and testing of each temporary utility prior to use. Obtain required certifications and permits and transmit to OAR.

##### 3.02 TEMPORARY UTILITIES

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE

ROSEMEAD SCHOOL DISTRICT

CONSTRUCTION FACILITIES AND  
TEMPORARY CONTROLS

01500-1

- A. CONTRACTOR shall submit to OAR reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. CONTRACTOR shall coordinate with the appropriate utility company to install temporary services. Where the utility company provides only partial service, CONTRACTOR shall provide and install the remainder with matching compatible materials and equipment.
- C. Temporary Water:
1. CONTRACTOR when required shall furnish, install and pay for all necessary permits, inspections, move ins/out, temporary water lines, connections & fees, extensions and distribution, metering devices and use charges, deliveries/pick ups, rentals, storage, transportation, taxes, labor, insurance, bonds, material, equipment and all other miscellaneous items for the temporary water system, and upon Substantial Completion of the Work, removal of all such temporary water system devices and appurtenances.
  2. CONTRACTOR when required shall provide and maintain temporary water service, including water distribution piping and outlet devices of the size and required flow rates in order to provide service to all areas of the Project site.
  3. CONTRACTOR when required shall provide and pay for all potable water needed for construction and all other uses associated with the Work.
  4. CONTRACTOR shall at their expense and without limitation, remove, extend and/or relocate temporary water systems as rapidly as required in order to provide for progress of the Work.
- D. Temporary Electric:
1. CONTRACTOR when required shall furnish, install, maintain and pay for all necessary permits, inspections, temporary wiring, metering devices and use charges, move ins/outs, connections & fees, service, extension and distribution, deliveries/pickups, rentals, storage, transportation, taxes, labor, insurance, bonds, materials, equipment and all other required miscellaneous items for the temporary electric systems and upon Substantial Completion of Work, removal of all such temporary electric systems and appurtenances.

2. CONTRACTOR when required shall furnish, install, maintain, extend and distribute temporary electric area distribution boxes, so located that individual trades can obtain adequate power and artificial lighting, at all points required for the Work, for inspection and for safety.
3. CONTRACTOR when required shall provide temporary electric for construction, temporary facilities, and connections for construction equipment requiring power or lighting, at all points required for the Work, for inspection and safety.
4. CONTRACTOR when required shall provide 20 foot candles minimum lighting levels inside building(s) and 5 foot candles outside for safety and security.
5. CONTRACTOR when required shall ensure welding equipment is supplied by electrical generators.
6. CONTRACTOR when required shall at their expense and without limitation remove, extend and/or relocate temporary electric systems as rapidly as required in order to provide for progress of the Work.

E. Temporary Heating, Ventilation and Air Conditioning:

1. CONTRACTOR shall furnish, install, maintain, and pay for all necessary permits, inspections, move ins/out, extensions and distribution, connections and fees, use charges, metering devices and use charges, equipment, rentals, deliveries/pick ups, storage, transportation, taxes, labor, insurance, bonds, material, equipment and all other required miscellaneous items for temporary heat and ventilation needed for proper installation of the Work and to protect materials and finishes from damage due to weather. Upon Substantial Completion of the Work, CONTRACTOR shall remove all such temporary heating and ventilating system devices and appurtenances.
2. CONTRACTOR shall provide, maintain and pay for all temporary ventilation of enclosed Work areas to cure materials, disperse humidity, remove fumes, and to prevent accumulation of dust, irritants, or gases.
3. CONTRACTOR shall maintain manufacturer required levels of room and/or space temperature, humidity and ventilation necessary to install products, materials and/or systems of the Work.

4. CONTRACTOR shall at their expense and without limitation, remove, extend and/or relocate temporary heating and ventilating systems as rapidly as required in order to provide for progress of the Work.

G. Temporary Telephone and Data:

1. CONTRACTOR shall furnish, install, maintain and pay for all necessary permits, inspections, move ins/outs, extensions and distribution, devices, connections and fees, use charges, rentals, deliveries/pickups, storage, transportation, taxes, labor, insurance, bonds, material, equipment and all other required miscellaneous items for temporary phone, data service and distribution to Project site temporary offices as required by this Section and Section 01500, 3.03.
2. CONTRACTOR shall at their expense and without limitation, remove, extend and/or relocate temporary phone service and distribution as rapidly as required in order to provide for progress of the Work.
3. Upon Substantial Completion of the Work, CONTRACTOR shall remove all such temporary phone service, distribution, devices and appurtenances.

3.03 CONTRACTOR PROVIDED FACILITIES

- A. CONTRACTOR shall provide temporary offices, utilities, storage units, fencing, barricades, chutes, hoists, scaffolds, railings and other facilities or services as required. CONTRACTOR shall be responsible for providing, installation, maintenance, supplying, and all use charges for the items provided under Section 01500.
- B. At CONTRACTOR expense and without limitation remove and/or relocate temporary office(s) and related facilities as rapidly as required in order to provide for progress of the Work.
- C. Temporary Storage Units:
  1. CONTRACTOR shall provide secure and waterproof storage units for the temporary storage of furniture, equipment and other items requiring protection.
  2. Walls, roof and doors shall be a minimum of 16-gage steel with floors of 1" tongue and groove hardwood or 3/4" minimum exterior type plywood. The

undercarriage shall be designed to accommodate forklift blades 42" to 60" long. There shall be doublewide swing out lockable doors at one end equipped with waterproof gaskets.

3. CONTRACTOR shall be responsible for all delivery charges and will install the storage unit in an appropriate area.
4. CONTRACTOR shall remove the storage unit from the Project site when the storage unit is no longer required for the Work or upon Substantial Completion of the Work.
5. CONTRACTOR shall at their expense and without limitation remove and/or relocate storage units as rapidly as required in order to provide for progress of the Work.

D. Temporary Sanitary Facilities:

1. CONTRACTOR shall provide portable chemical toilet facilities. Quantity of portable chemical toilet facilities shall be based on total number of workers and shall be in accordance with CAL/OSHA standards.
2. Portable chemical toilet facilities shall be maintained with adequate supplies and in a clean and sanitary condition and shall be removed from the Project site upon Substantial Completion of the Work.
3. CONTRACTOR employees shall not use school toilet facilities.
4. At CONTRACTOR expense and without limitation remove and/or relocate portable chemical toilet facilities as rapidly as required in order to provide for progress of the Work.
5. CONTRACTOR will contain their breaks and lunch periods to the areas designated by OAR or any public area outside the Project site. CONTRACTOR shall provide a suitable container within the break/lunch area for the placement of trash. Areas used for break/lunch must be maintained clean and orderly. Once finish flooring has been installed in a particular area, no food or beverages will be permitted in that area.

E. Temporary Security Fence/Barricade:

1. CONTRACTOR shall install temporary Project site security barricade(s) as directed and coordinated with OAR as required for safety and as specified herein. New or used material may be furnished. Security of Project site and contents is a continuous obligation of CONTRACTOR.

2. Unless otherwise indicated or specified, security fence shall be constructed of 8'-0" high chain link fencing with a 8'-0" high windscreen. Space posts not to exceed 10'-0" on centers. Posts shall be of following nominal pipe dimensions: terminal, corner, and gatepost 2-1/2", line posts 2". Chain link fence shall be not less than #13 gage, 2" mesh, and in one width. Posts, fence and accessories shall be galvanized and as follows:
  - a. Shall be set in the earth a depth of 30" with soil firmly compacted around post, unless required otherwise in writing by OAR.
  - b. Fence fabric shall be attached to posts with #14 gage tie wire at 16" on centers. A #6 gage steel tension wire with turnbuckles shall be installed at top and bottom of barricade fencing. Wire tie fabric to tension wires at 18" centers.
  - c. Windscreen shall be attached to fence fabric and steel tension wires at 18" centers with a minimum of #14 gage tie wire. Windscreen shall be maintained and all rips, tears, missing sections shall be corrected upon notification by OAR.
  - d. Chain link fencing shall be free from barbs, icicles or other projections resulting from galvanizing process. Fence having such defects will be replaced even if it has been installed.
  - e. Gates shall be fabricated of steel pipe with welded corners, and bracing as required. Fence and fabric to be attached to frame at 12" centers. Provide all gate hardware of a strength and quality to perform satisfactorily until barricade is removed upon Substantial Completion of the Work. Each gate shall have a chain and padlock. Provide two (2) gate keys to OAR. At Substantial Completion of the Work, remove barricade from Project site, backfill and compact fence footing holes. Existing surface paving that is cut into or removed shall be patched and sealed to match surrounding areas.
  - f. At CONTRACTOR expense and without limitation remove and/or relocate fencing, fabric and barricades or other security and protection facilities as rapidly as required in order to provide for progress of the Work.

F. Other Temporary Enclosures & Barricades:

1. Provide lockable, temporary weather-tight enclosures at openings in exterior walls to create acceptable working conditions, to allow for temporary heating and for security.
2. Provide protective barriers around trees, plants and other improvements designated to remain.
3. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where to protect areas, spaces, property, personnel, students and faculty and to separate and control dust, debris, noise, access, sight, fire areas, safety and security. Temporary partitions shall be directed and coordinated by OAR. At CONTRACTOR expense and without limitation remove and/or relocate enclosures, barriers and temporary partitions as rapidly as required in order to provide for progress of the Work.
4. Since the Work of this Project may be immediately adjacent to existing occupied structures and vehicular and pedestrian right of ways, CONTRACTOR shall, in his sole judgment and in accordance with applicable safety standards, provide all temporary facilities, additional barricades, protection and care to protect existing structures, occupants, property, pedestrians and vehicular traffic. CONTRACTOR is responsible for any damage, which may occur to the property and occupants of the property of OWNER or adjacent private or public properties which in any way results from the acts or neglect of CONTRACTOR.

G. Temporary Storage Yards:

1. CONTRACTOR shall fence and maintain storage yards in an orderly manner.
2. Provide storage units for materials that cannot be stored outside.
3. At CONTRACTOR expense and without limitation remove and/or relocate storage yards and units as rapidly as required in order to provide for progress of the Work.

H. Temporary De-watering Facilities & Drainage:

1. For temporary drainage and de-watering facilities and operations not directly associated with construction activities included under individual sections, comply with de-watering requirements of applicable Division 01 sections. CONTRACTOR shall maintain the Work, Project site and related areas free of water.

2. For temporary drainage and de-watering facilities and operations directly associated with new buildings, additions or other construction activities, comply with Division 01 & 02 Sections. CONTRACTOR shall be responsible for, but not limited to, de-watering of excavations, trenches & below grade areas of buildings, structures, the Project site and related areas.

G. Temporary Protection Facilities Installation:

1. CONTRACTOR shall not change over from using temporary facilities and controls to permanent facilities until Substantial Completion, except as permitted by OAR
2. Until permanent fire protection needs are supplied and approved by authorities having jurisdiction, CONTRACTOR shall provide, install and maintain temporary fire protection facilities of the types needed in order to adequately protect against fire loss. CONTRACTOR shall adequately supervise welding operations, combustion type temporary heating and similar sources of fire ignition.
3. CONTRACTOR shall provide, install and maintain substantial temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials, tools and equipment are stored within the Work area, CONTRACTOR shall provide secure lock up to protect against vandalism, theft and similar violations of security. OWNER accepts no financial responsibility for loss, damage, vandalism or theft.
4. CONTRACTOR operations shall not block, hinder, impede or otherwise inhibit the use of required exits and/or emergency exits to the public way, except as approved by the OAR. CONTRACTOR shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities and other access routes for fire fighting equipment and/or personnel.
5. With approval of OAR and at the earliest feasible date in each area of the Work, complete installation of the permanent fire protection facilities including connected services and place into operation and use.
6. In the event of an emergency drill or an actual emergency, designated by the sounding of the fire alarm and/or other sounding device, all construction activities must cease. CONTRACTOR shall evacuate the

Work area and remain outside the Work area until permitted to return. No Work shall be conducted during the evacuation of a building or during an emergency.

J. Temporary Security and Safety Measures:

1. During performance of the Work in existing facilities CONTRACTOR shall provide, install and maintain substantial temporary barriers and/or partitions separating all Work areas from areas occupied by students, faculty and/or administrative staff.
2. During performance of the Work in existing facilities and/or on a Project site occupied by students and where temporary barriers and/or partitions are not physically feasible, CONTRACTOR shall provide an employee meeting the requirements of Education Code Section 45125.2.(2) to continually supervise and monitor all employees of the CONTRACTOR and Subcontractor. For the purposes of this Section, CONTRACTOR employee shall be someone whom the Department of Justice has ascertained has not been convicted of a violent or serious felony as listed in Penal Code Section 667.5(c) and/or Penal Code Section 1192.7(c). To comply with this Section, CONTRACTOR shall have his employee submit his or her fingerprints to the Department of Justice pursuant to Education Code Section 45125.1(a).
3. Penal Code Sections 290 and 290.4 commonly known as "Megan's Law", require, among other things, individuals convicted of sexually oriented crimes, to register with the chief of police where the convicted individual resides or with a county sheriff or other law enforcement officials. The CONTRACTOR shall check it's own employees and require each Subcontractor to check it's employees and report to the CONTRACTOR if any such employees are registered sex offenders. The CONTRACTOR shall check monthly during the life of the Contract to ascertain this information and report same to OAR. Before starting the Work, and monthly thereafter during the life of Contract, CONTRACTOR shall notify the OWNER in writing if any of it's employees and/or if any Subcontractor's employees is a registered sex offender. If so, CONTRACTOR shall proceed in accordance with Section 3.03 M.2 above.

K. Temporary Access Roads and Staging Areas:

1. Due to the limited amount of on and off Project site space for the parking of staff and school visitor's vehicles there will be no parking of CONTRACTOR vehicles in areas designated for school use only.

CONTRACTOR shall provide legal access to and maintain CONTRACTOR designated areas for the legal parking, loading, off-loading & delivery of all vehicles associated with the Work. CONTRACTOR shall be solely responsible for providing and maintaining these requirements whether on or off the Project site.

2. Temporary access roads are to be installed and maintained by CONTRACTOR to all areas of the Project site.
3. CONTRACTOR will be permitted to utilize existing facility campus roads as designated by OAR. CONTRACTOR shall only utilize those entrances and exits as designated by OAR and CONTRACTOR shall observe all traffic regulations of OWNER.
4. CONTRACTOR shall maintain roads and walkways in a clean condition including removal of debris and/or other deleterious material on a daily basis.

#### 3.04 PROJECT SIGNAGE

- A. Until Substantial Completion of the Work, CONTRACTOR shall remove, as required, all graffiti from buildings, equipment, fences and all other temporary and/or permanent improvements on the Project site.
- B. CONTRACTOR shall provide and install signage to provide directional, identification, and contact information to construction personnel and visitors as follows and as reviewed by OAR.
  1. For construction traffic control/flow at entrances/exits, and as designated by OAR.
  2. To direct visitors.
  3. For construction parking.
  4. To direct deliveries.
  5. For Warning Signs as required.
  6. Per CAL/OSHA standards as necessary.
  7. For trailer identification and Project site address.

8. For "No Smoking" safe work site at designated locations.
9. Emergency contact information and phone number of CONTRACTOR.
10. Emergency contact information and phone number of local police, fire, and emergency personnel.

3.05 TRENCHES

- A. Open trenches for installation of utility lines (water, gas, electrical and similar utilities) and open pits outside barricaded working areas shall be barricaded at all times in a legal manner determined by CONTRACTOR. Trenches shall be backfilled and patch-paved within twenty-four (24) hours after approval of installation by authorities having jurisdiction or shall have "trench plates" installed. Required access to buildings shall be provided and maintained. CONTRACTOR shall comply with all applicable statutes, codes & regulations regarding trenching and trenching operations. Open trenches deeper than 3'-6", and not located within a public street access, shall be enclosed within an 8'-0" high chain-link fence.

3.06 DUST CONTROL

- A. CONTRACTOR is responsible for dust control on and off the Project site. When Work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust. CONTRACTOR shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior to leaving the Project site. CONTRACTOR shall, on a daily basis, clean all streets and/or public improvements within the right of way of any and all debris, dirt, mud and/or other materials attributable to operations of CONTRACTOR.

3.07 WASH OUT

- A. CONTRACTOR shall provide and maintain a minimum of four (4) wash out boxes of sufficient size and strength to provide for concrete mixer wash out. CONTRACTOR shall locate and relocate both the wash out boxes and wash out areas in order to accommodate the progression of the Work. The wash out area shall be located as to minimize the amount of potential run off onto adjacent private and/or public property. CONTRACTOR shall legally dispose of the contents of the wash out boxes and area on an as needed basis or as required by OAR.

3.08 WASTE DISPOSAL

- A. CONTRACTOR shall provide and maintain trash bins on the Project site. Trash bins shall be serviced on an as needed basis and CONTRACTOR is responsible for the transportation of and the legal disposal of all contents.

3.09 ADVERSE WEATHER CONDITIONS

- A. Should warnings of adverse weather conditions such as heavy rain and/or high winds be forecasted, CONTRACTOR shall provide every practical precaution to prevent damage to the Work, Project site and adjacent property. CONTRACTOR precautions shall include, but not be limited to, enclosing all openings, removing and/or securing loose materials, tools, equipment and scaffolding.
- B. CONTRACTOR shall provide and maintain drainage away from buildings and structures.
- C. CONTRACTOR shall implement all required storm water mitigation measures as required under related Division 01 Sections.

3.10 DAILY REPORTS

- A. CONTRACTOR shall provide and maintain in the Project site office of CONTRACTOR, a daily sign in sheet for use by all employees of CONTRACTOR and all Subcontractors at whatever tier. At the beginning of each work day, the foreman, project manager, superintendent of CONTRACTOR and/or Subcontractors shall visit the site office of the CONTRACTOR and shall enter onto the daily sign in sheet: all employee names; trade classification; and represented company. The completed sign in sheet shall serve as the basis of and shall be submitted with the daily construction report as set forth in Section 3.10 B.
- B. By the end of each workday, CONTRACTOR shall submit to OAR and IOR a daily construction report denoting the daily manpower counts and a brief description/location of the workday activities. Manpower shall be broken down by trade classification such as foreman, journeyman or apprentice. The report shall also note the date, day of the week, weather conditions, deliveries, equipment on the Project site whether active and/or idle, visitors, inspections, accidents and unusual events, meetings, stoppages, losses, delays, shortages, strikes, orders and requests of governing agencies, Construction Directive and/or Change Orders received and implemented, services disconnected and/or connected, equipment start up or tests and partial use and/or occupancies. CONTRACTOR shall also include on the daily construction report the above information for all Subcontractors at whatever tier.

3.11 FIELD OFFICE SUPPLIES

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE  
ROSEMEAD SCHOOL DISTRICT

CONSTRUCTION FACILITIES AND  
TEMPORARY CONTROLS  
01500-12

- A. CONTRACTOR shall provide the initial supply of field office supplies to the OAR in the quantities listed as set forth below in Table A. CONTRACTOR shall provide additional supplies as required by the OAR.
- B. CONTRACTOR may utilize different suppliers as the specified information is only to establish the required quantities and levels of quality.

Table A				
ITEM	DESCRIPTION	UNIT	QUANTITY	SUPPLIER/ITEM NUMBER
Three Ring Binders – 3”	N/A	Each	{ SPECIFY }	Staples / 823526-54
Three Ring Binders – 2”	N/A	Each	{ SPECIFY }	Staples / 816199-54
Three Hole Punch	N/A	Each	{ SPECIFY }	Staples / 104695-54
Two Hole Punch	N/A	Each	{ SPECIFY }	Staples / 506261-54
File Organizer	N/A	Each	{ SPECIFY }	Staples / 120162-54
Calculator	MS80TE	Each	{ SPECIFY }	Staples / 425912-54
Computer Diskettes	3-1/2 DS-HD	25/Lot	{ SPECIFY }	Staples / 384385-64
Wastebasket	N/A	Each	{ SPECIFY }	Staples / 125039-54
Digital Camera	SONY MVC-100	Each	1	Staples / 479265-64
Cordless Phone with Answering Machine	ATT - 2255	Each	1	Staples / 475028-54
Surge Suppressors	N/A	Each	{ SPECIFY }	Staples / 481841-64
Flashlight	N/A	Each	{ SPECIFY }	Staples / 391655-54
Batteries	N/A	4/Lot	{ SPECIFY }	Staples / 318956-54
Clipboard	N/A	3/Lot	{ SPECIFY }	Staples / 450422-54
8” Cast Iron Shears	N/A	Each	{ SPECIFY }	Staples / 421040-54
First Aid Kit	N/A	Each	1	Staples / 503979-54
Journal	N/A	Each	{ SPECIFY }	Staples / 217695-54
Pens	N/A	12/Lot	{ SPECIFY }	Staples / 441884-64
Pencils	N/A	48/Lot	{ SPECIFY }	Staples / 711382-54
Pencil Sharpener	1900	1	{ SPECIFY }	Staples / 330250-54
Mouse Pad	N/A	Each	{ SPECIFY }	Staples / 382955-64
Date Received Stamp	N/A	Each	1	Staples / 920274-54
Colored Pencils	N/A	12/Lot	{ SPECIFY }	Staples / 317297-54
Markers	N/A	12/Lot	{ SPECIFY }	Staples / 479159-54
Telephone Message Book	N/A	Each	{ SPECIFY }	Staples / 256347-54
Wall Calendar	PM233-28	Each	{ SPECIFY }	Staples / 527861-54
Steno Pad	N/A	12/Lot	{ SPECIFY }	Staples / 163485-64
Legal Pad	N/A	12/Lot	{ SPECIFY }	Staples / 163865-64
Post Its	N/A	12/Lot	{ SPECIFY }	Staples / 130005-64
File Folders – 8-1/2x11	N/A	50/Lot	{ SPECIFY }	Staples / 831099-54
File Folders – 8-1/2x14	N/A	50/Lot	{ SPECIFY }	Staples / 831057-54
Tape / Dispenser	N/A	Each	{ SPECIFY }	Staples / 211540-54
Highlighters	N/A	12/Lot	{ SPECIFY }	Staples / 479156-54
Rubber Bands	N/A	Each	{ SPECIFY }	Staples / 363150-54
Push Pins	N/A	Each	{ SPECIFY }	Staples / 480118-54
Dry Erase Board	S537	Each	{ SPECIFY }	Staples / 518928-54
Binder Clip – Medium	N/A	24/Lot	{ SPECIFY }	Staples / 831602-54
Binder Clip - Large	N/A	12/Lot	{ SPECIFY }	Staples / 831610-54
Stapler	818	Each	{ SPECIFY }	Staples / 395059-54
3 Pocket Wall File	N/A	Each	{ SPECIFY }	Staples / 730523-54

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE

ROSEMEAD SCHOOL DISTRICT

CONSTRUCTION FACILITIES AND  
TEMPORARY CONTROLS

01500-13

Heavy Duty Stapler	415	Each	1	Staples / 386312-54
Heavy Duty Staples	SW1-35312	Each	1	Staples / 504191-54
Hanging File Folder	8-1/2 x 11	25/Lot	{ SPECIFY }	Staples / 116806-54
Hanging File Folder	8-1/2x14	25/Lot	{ SPECIFY }	Staples / 163352-54
File Folder Labels	5266	750/Lot	{ SPECIFY }	Staples / 287292-54
Fax Notes	N/A	12/Lot	{ SPECIFY }	Staples / 210625-64
Paper Clips	N/A	Each	{ SPECIFY }	Staples / 480108-54
Paper Clips	N/A	Each	{ SPECIFY }	Staples / 480109-54
Poster Kit - State	CA	Each	1	Staples / 378965-54
Poster Kit - Federal	US	Each	1	Staples / 935983-54
Broom	N/A	Each	1	Staples / 428881-54
Fire Extinguisher	First Alert	Each	{ SPECIFY }	Staples / 238774-54
Copy Paper	8-1/2 x 11	5000/Case	{ SPECIFY }	Staples / 122374-69
Copy Paper	8-1/2 x 14	500/Ream	{ SPECIFY }	Staples / 122598-69
Copy Paper	11 x 17	500/Ream	{ SPECIFY }	Staples / 238105-69

END OF SECTION

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE  
ROSEMEAD SCHOOL DISTRICT

CONSTRUCTION FACILITIES AND  
TEMPORARY CONTROLS  
01500-14

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements governing selection of products for incorporation into the Work.

1.2 RELATED SECTIONS

- A. Section 01100: Coordination
- B. Section 01300: Submittals
- C. Section 01640: Substitutions
- D. Section 01740: Warranties

1.3 DEFINITIONS

- A. Definitions used in this Section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and other similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

- 1. "Products" are items purchased for incorporation into the Work, whether purchased for the Work or taken from previously purchased stock. The term "product" includes the terms "material" and "equipment" and terms of similar intent.

- a. "Named Products," are items identified by the manufacturer's product name, including make, model number or other designation, shown or listed in the manufacturer's published product literature, current as of the date of the Contract.

- b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

2. "Materials," are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. "Equipment," is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

#### 1.4 SUBMITTALS

- A. Material list: Prepare a list in tabular form acceptable to ARCHITECT and/or OAR showing proposed products. Include generic names. Include the manufacturer's name and proprietary names for each item listed.
  1. Coordinate material list with the Construction Schedule and the submittal schedule.
  2. Form: Prepare material list with information on each item tabulated under the following column headings.
    - a. Related Specification Section number
    - b. Generic name used in Contract Documents
    - c. Proprietary name, model number, and similar designations
    - d. Manufacturer's name and address
    - e. Supplier's name and address
    - f. Installer's name and address
    - g. Projected delivery date or time span of delivery period
  3. Initial Submittal: Within ten (10) days after execution of each subcontract agreement, as set forth in General Condition Article 6.25, submit three (3) copies of an initial material list to the ARCHITECT with a copy to the OAR. Provide a written explanation for omissions of data and for known variations from the Contract Documents.
  4. ARCHITECT Action: ARCHITECT will respond in writing to OAR within fourteen (14) days and OAR will forward response to CONTRACTOR within sixteen (16) days of receipt of the completed material list. No response outside this period constitutes no objection to listed items but does not constitute a waiver of the requirement that selected items comply with the Contract Documents. ARCHITECT response will include a list of unacceptable item selections, containing a brief explanation of reasons for this action.

#### 1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
1. CONTRACTOR is to verify necessary lead times for all materials; however, when specified products are available only from sources that do not, or cannot, produce a quality adequate to complete Work in a timely manner, consult with the ARCHITECT to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the CONTRACTOR is given the option of selecting between two or more products for use in the Work, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion into the Work:
1. No available domestic product complies with the Contract Documents.
  2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed in view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer
    - b. Model and serial number
    - c. Capacity
    - d. Speed

e. Ratings

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of Work spaces.
  2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to the Project site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  5. Store products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  6. Store heavy materials away from structures in a manner that will not endanger the structure's supporting construction.
  7. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIAL SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other Projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where Specifications name only a single material or manufacturer, provide the product indicated. No substitutions will be permitted.
  2. Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" comply with General Condition Article 6.14 to obtain approval for use of an unnamed product.
  3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, list exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract Documents.
  4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
    - a. Manufacturer's recommendations may be contained in published material literature or by the manufacturer's certification of performance.
  5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes, or regulations specified.
  6. Visual Matching: Where Specifications require matching an established Sample, decision of the ARCHITECT will be final on whether a proposed product matches satisfactorily.

7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard or premium colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The ARCHITECT will select the color, pattern, and texture from the product line selected.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located, and aligned with other Work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Substantial Completion.

END OF SECTION

## SECTION 01640

### SUBSTITUTIONS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for handling requests for substitutions submitted eleven (11) days or more after the date established in the Notice to Proceed.

##### 1.2 RELATED SECTIONS

- A. Section 01300: Submittals
- B. Section 01600: Materials and Equipment

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

##### 3.1 APPLICATION

- A. CONTRACTOR proposed changes in products or materials required by the Contract Documents eleven (11) days or more after the date established in the Notice to Proceed, are considered to be requests for substitutions. OAR will consider requests for substitution if a product is no longer manufactured and/or cannot be acquired from existing inventories. The following are not considered to be valid requests for substitutions:
  - 1. Revisions to the Contract Documents requested by OAR or ARCHITECT.
  - 2. Specified options of products included in the Contract Documents.
  - 3. Substitutions requested on a "or equal" basis.

##### 3.2 SUBMITTALS

- A. Transmit submittals as described in related Sections for each request for substitution.
  - 1. Identify the product to be replaced in each request. Include related Specification Section and Drawing number.

2. Provide complete documentation denoting compliance with the requirements for substitutions, and the following information, as appropriate.
  - a. A detailed comparison of significant qualities of the proposed substitution with those specified in the Contract Documents. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - b. Product Data, including Drawings, descriptions of products, fabrication, and installation procedures.
  - c. Samples, where applicable or requested.
  - d. CONTRACTOR certification the proposed substitution conforms to requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
  - e. CONTRACTOR waiver of rights to an increase in the Contract Amount, Milestones and/or Contract Time that may subsequently become necessary because of the failure of the substitution to adequately perform.
3. If required, ARCHITECT will request additional information or documentation for evaluation. OAR will notify CONTRACTOR of acceptance or rejection of the substitution.
4. ARCHITECT will review and consider request for substitution and provide a recommendation to OAR
5. Where a proposed substitution involves and/or effects more than one Subcontractor, CONTRACTOR shall ensure each Subcontractor cooperates with the other Subcontractor involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of all products.
6. CONTRACTOR submittal and ARCHITECT review of Shop Drawings, Product Data, material lists or Samples do not constitute an acceptable or valid request for substitution.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for Contract Closeout, including but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record documents submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. OWNER orientation and instruction.
  - 5. Final cleaning.
- B. Closeout requirements for specific Work activities are included in the appropriate Sections in Divisions 01 through 16.

1.02 RELATED SECTIONS

- A. Section 01080: Application for Payment
- B. Section 01300: Submittals
- C. Section 01365: Construction Schedule
- D. Section 01500: Construction Facilities and Temporary Controls
- E. Section 01740: Warranties

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 SUBSTANTIAL COMPLETION

- A. Inspection Procedures: On receipt of a request for a certificate of Substantial Completion, OAR will either authorize commencement of inspection or advise CONTRACTOR of unfilled requirements. IOR, OAR, CONTRACTOR and ARCHITECT will inspect the Work and IOR shall prepare a comprehensive punch list of items to be completed.
  - 1. IOR will repeat inspection when requested and assure the Work is complete.
  - 2. Results of the completed inspection will form a partial basis of the requirements for Final Completion.

- B. Re-inspection Procedures: IOR, OAR, CONTRACTOR and ARCHITECT will inspect the Work upon notice the Work, including final inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to OAR.
1. Upon completion of inspection, OAR will recommend Final Completion. If the Work is incomplete, OAR will advise CONTRACTOR of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Completion.
  2. If necessary, re-inspection will be repeated, but may be assessed against CONTRACTOR if OWNER is subject to additional professional service and or additional costs of inspection.

3.02 PROJECT RECORD DOCUMENT SUBMITTAL

- A. General: Do not use project record documents for construction purposes. Protect record documents from deterioration and loss. Provide access to record documents for ARCHITECT, IOR and OAR reference during normal working hours. Project record document shall be updated on a weekly basis. Prior to submitting each application for payment, secure IOR and ARCHITECT approval of project record documents.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Provide detailed and accurate field dimensions for concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Date and number entries in the same format as submitted. Call attention to entry by a "cloud" around the affected areas.
  2. Mark new information important to OWNER but was not shown on Drawings or Shop Drawings.
  3. Utility location and depth below finished grade and/or above ceilings and attic spaces shall be fully dimensioned and indicated on record drawings. Dimensions shall be measured from building lines or permanent landmarks and shall be triangulated to those features.

4. Note related Change Order or Construction Directive numbers where applicable. RFC submissions shall be referenced on each affected sheet, Drawing and/or Shop Drawing.
  5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
  6. Prior to Final Completion of the Work, and review of the project record drawings by ARCHITECT, prepare a final set of project record drawings incorporating all mark ups and information noted. Provide a hardline drawing set of record drawings printed on reproducible white bond paper. Submit final set of Record Drawings to ARCHITECT.
- C. Record Specifications: Maintain two complete copies of the Specifications, including Addenda. Include with the Specifications two copies of other written Contract Documents, such as Change Orders and/or Construction Directives issued during construction.
1. Mark these record documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed Work that cannot otherwise be readily discerned later by direct observation.
  3. Note related record document information with Product Data.
  4. Prior to Final Completion of the Work, submit record Specifications to ARCHITECT for OWNER records.
- D. Record Product Data: Maintain two copies of each Product Data submittal. Note related Change Orders and Construction Directives and mark-up of record drawings and Specifications.
1. Mark these documents to illustrate significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.
  2. Provide detailed and accurate information regarding concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.

3. Prior to Final Completion of the Work, submit complete set of record Product Data to the ARCHITECT for OWNER records.
- E. Record Samples: Immediately prior to Substantial Completion, CONTRACTOR shall meet with ARCHITECT and OAR at the Project site to determine which Samples are to be transmitted to OWNER for record purposes. Comply with OAR instructions regarding delivery to OWNER storage area.
- F. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Final Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to ARCHITECT for OWNER records.
- G. Maintenance Manuals: Prior to Substantial Completion, organize operation and maintenance data into suitable two sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-3", 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Submit to OAR for ARCHITECT and for OWNER records. Include the following types of information.
  1. Emergency instructions
  2. Spare parts list
  3. Copies of warranties
  4. Wiring diagrams
  5. Recommended "turn-around" cycles
  6. Inspection procedures
  7. Shop Drawings and Product Data
  8. Fixture lamping schedule
- H. Verified Reports: Construction progress of the Work shall be reported to DSA via a duly verified report as per Sections 4-336 and 4-343 of the California Building Standards Administrative Code.

3.03 CLOSEOUT PROCEDURES:

- A. Operation and Maintenance Instructions: Prior to Substantial Completion, arrange for each installer of equipment that requires regular operation and maintenance to meet with designated OWNER personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
  1. Maintenance manuals
  2. Record documents

3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Economy and efficiency adjustments
7. Effective energy utilization

#### 3.04 FINAL CLEANING

A. General: Related sections of the Contract Documents specify general cleaning during performance of the Work. General cleaning is included in Division 01 Section "Construction Facilities and Temporary Controls".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for a certificate of Substantial Completion.
  - a. Remove labels that are not permanent labels.
  - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  - c. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films, and similar foreign

substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- e. Clean the Project site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

#### END OF SECTION PART 1 - GENERAL

#### 1.03 SECTION INCLUDES

- C. This Section includes administrative and procedural requirements for Contract Closeout, including but not limited to, the following:
  - 6. Inspection procedures.
  - 7. Project record documents submittal.
  - 8. Operation and maintenance manual submittal.
  - 9. OWNER orientation and instruction.
  - 10. Final cleaning.
- D. Closeout requirements for specific Work activities are included in the appropriate Sections in Divisions 01 through 16.

#### 1.04 RELATED SECTIONS

- A. Section 01080: Application for Payment
- B. Section 01300: Submittals
- C. Section 01360: Construction Schedule
- D. Section 01450: Test and Balance
- E. Section 01500: Construction Facilities and Temporary Controls
- F. Section 01740: Warranties

#### PART 2 – PRODUCTS

#### PART 3 - EXECUTION

#### 3.01 SUBSTANTIAL COMPLETION

- C. Inspection Procedures: On receipt of a request for a certificate of Substantial Completion, OAR will either authorize commencement of inspection or advise CONTRACTOR of unfilled requirements. IOR, OAR, CONTRACTOR and ARCHITECT will inspect the Work and IOR shall prepare a comprehensive punch list of items to be completed.
3. IOR will repeat inspection when requested and assure the Work is complete.
  4. Results of the completed inspection will form a partial basis of the requirements for Final Completion.
- D. Re-inspection Procedures: IOR, OAR, CONTRACTOR and ARCHITECT will inspect the Work upon notice the Work, including final inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to OAR.
3. Upon completion of inspection, OAR will recommend Final Completion. If the Work is incomplete, OAR will advise CONTRACTOR of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Completion.
  4. If necessary, re-inspection will be repeated, but may be assessed against CONTRACTOR if OWNER is subject to additional professional service and or additional costs of inspection.

### 3.02 PROJECT RECORD DOCUMENT SUBMITTAL

- H. General: Do not use project record documents for construction purposes. Protect record documents from deterioration and loss. Provide access to record documents for ARCHITECT, IOR and OAR reference during normal working hours. Project record document shall be updated on a weekly basis. Prior to submitting each application for payment, secure IOR and ARCHITECT approval of project record documents.
- I. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Provide detailed and accurate field dimensions for concealed elements that would be difficult to measure and record at a later date.
7. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Date and number

entries in the same format as submitted. Call attention to entry by a "cloud" around the affected areas.

8. Mark new information important to OWNER but was not shown on Drawings or Shop Drawings.
  9. Utility location and depth below finished grade and/or above ceilings and attic spaces shall be fully dimensioned and indicated on record drawings. Dimensions shall be measured from building lines or permanent landmarks and shall be triangulated to those features.
  10. Note related Change Order or Construction Directive numbers where applicable. RFC submissions shall be referenced on each affected sheet, Drawing and/or Shop Drawing.
  11. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
  12. Prior to Final Completion of the Work, and review of the project record drawings by ARCHITECT, prepare a final set of project record drawings incorporating all mark ups and information noted. Provide a hardline drawing set of record drawings printed on reproducible white bond paper. Submit final set of Record Drawings to ARCHITECT.
- J. Record Specifications: Maintain two complete copies of the Specifications, including Addenda. Include with the Specifications two copies of other written Contract Documents, such as Change Orders and/or Construction Directives issued during construction.
5. Mark these record documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  6. Give particular attention to substitutions and selection of options and information on concealed Work that cannot otherwise be readily discerned later by direct observation.
  7. Note related record document information with Product Data.
  8. Prior to Final Completion of the Work, submit record Specifications to ARCHITECT for OWNER records.
- K. Record Product Data: Maintain two copies of each Product Data submittal. Note related Change Orders and Construction Directives and mark-up of record drawings and Specifications.

4. Mark these documents to illustrate significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.
  5. Provide detailed and accurate information regarding concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.
  6. Prior to Final Completion of the Work, submit complete set of record Product Data to the ARCHITECT for OWNER records.
- L. Record Samples: Immediately prior to Substantial Completion, CONTRACTOR shall meet with ARCHITECT and OAR at the Project site to determine which Samples are to be transmitted to OWNER for record purposes. Comply with OAR instructions regarding delivery to OWNER storage area.
- M. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Final Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to ARCHITECT for OWNER records.
- N. Maintenance Manuals: Prior to Substantial Completion, organize operation and maintenance data into suitable two sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-3", 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Submit to OAR for ARCHITECT and for OWNER records. Include the following types of information.
9. Emergency instructions
  10. Spare parts list
  11. Copies of warranties
  12. Wiring diagrams
  13. Recommended "turn-around" cycles
  14. Inspection procedures
  15. Shop Drawings and Product Data
  16. Fixture lamping schedule
- H. Verified Reports: Construction progress of the Work shall be reported to DSA via a duly verified report as per Sections 4-336 and 4-343 of the California Building Standards Administrative Code.

### 3.03

#### CLOSEOUT PROCEDURES:

MUSCATEL MIDDLE SCHOOL  
FIRE ALARM UPGRADE AT ENTIRE SITE  
ROSEMEAD SCHOOL DISTRICT

CONTRACT CLOSEOUT  
01700-9

- C. Operation and Maintenance Instructions: Prior to Substantial Completion, arrange for each installer of equipment that requires regular operation and maintenance to meet with designated OWNER personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

13. Maintenance manuals
14. Record documents
15. Spare parts and materials
16. Tools
17. Lubricants
18. Fuels
19. Identification systems
20. Control sequences
21. Hazards
22. Cleaning
23. Warranties and bonds
24. Maintenance agreements and similar continuing commitments

- D. As part of instruction for operating equipment, demonstrate the following procedures:

8. Start-up
9. Shutdown
10. Emergency operations
11. Noise and vibration adjustments
12. Safety procedures
13. Economy and efficiency adjustments
14. Effective energy utilization

#### 3.04 FINAL CLEANING

- C. General: Related sections of the Contract Documents specify general cleaning during performance of the Work. General cleaning is included in Division 01 Section "Construction Facilities and Temporary Controls".
- D. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
2. Complete the following cleaning operations before requesting inspection for a certificate of Substantial Completion.

- f. Remove labels that are not permanent labels.
- g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
- h. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
- i. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- j. Clean the Project site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

END OF SECTION



## SECTION 01740

### WARRANTIES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers and/or installer's standard warranties on products and special product warranties.
  - 1. Refer to the General Conditions for terms of the guarantee period for the Work.

##### 1.2 RELATED SECTIONS

- A. Section 01600: Materials and Equipment
- B. Section 01700: Contract Closeout
- C. All Necessary work related sections division 2-16

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

##### 3.1 WARRANTY REQUIREMENTS

- A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties shall not relieve CONTACTOR of the warranty of the Work incorporating such materials, products, and/or equipment. Manufacturer's disclaimers and limitations on warranties do not relieve suppliers, manufacturers, installers, and Subcontractors of the requirement to countersign special warranties with CONTRACTOR.
- B. Standard warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to OWNER.
- C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for OWNER.
- D. Related Damages and Losses: When correcting failed or defective warranted Work, remove and replace Work that has been damaged as a result of such failure

or which must be removed and replaced to provide access for correction of warranted Work.

- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement with the reinstated warranty equal to the original warranty.
- F. Replacement Cost: Upon determination the Work covered by a warranty has failed and/or is defective, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- G. OWNER Recourse: Expressed warranties made to OWNER are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which OWNER can enforce such other duties, obligations, rights, or remedies.
- H. Rejection of Warranties: OAR reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- I. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, OAR reserves the right to refuse to accept the Work until CONTRACTOR presents evidence the entities required to countersign such commitments have done so.

### 3.2 SUBMITTALS

- A. Submit written warranties to ARCHITECT prior to Final Completion of the Work. If the certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, submit written warranties as set forth in the certificate of Substantial Completion.
  - 1. When a designated portion of the Work is partially used and/or occupied by OWNER, submit properly executed warranties to ARCHITECT within fifteen (15) days of the Partial Use or Occupancy of the designated portion of the Work.
- B. When the Contract Documents require CONTRACTOR, or CONTRACTOR and a Subcontractor, installer, supplier or manufacturer to execute a special warranty, prepare a written document containing appropriate terms and identification, ready for execution by the required parties. Submit a draft to OAR, through the ARCHITECT, for approval prior to final execution.

1. Refer to Divisions 02 through 16 for specific content requirements and particular requirements for submitting special warranties.
- C. Form of Submittal: Prior to Final Completion of the Work, compile two copies of each required warranty properly executed by CONTRACTOR, or by CONTRACTOR and Subcontractor, installer, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the Specifications.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11" (115 by 280 mm) paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the item 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 the installer.
  2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title and/or name, and name of CONTRACTOR.
  3. When warranted Work requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION



## SECTION 02221

### DEMOLITION

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes: Furnishing labor, materials and equipment necessary for demolition, dismantling, cutting and alterations as indicated, specified, or required for completion of the Work. Includes items such as the following:
  - 1. Protection of existing improvements to remain.
  - 2. Cleaning existing improvements to remain.
  - 3. Disconnecting and capping utilities.
  - 4. Removing debris, waste materials, and equipment.
  - 5. Removal of items for performance of the Work.
  - 6. Salvageable items to be retained by the Owner.
- C. Related Sections:
  - 1. Section 01005: Summary of the Work.
  - 2. Section 01120: Cutting and Patching

##### 1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating the extent of items and systems to be removed. Indicate items to be salvaged or items to be protected during demolition. Indicate locations of utility terminations and the extent of abandoned lines to be removed. Include details indicating methods and location of utility terminations.

##### 1.03 QUALITY ASSURANCE

- A. Perform the Work of this section by workers skilled in the demolition of buildings and structures. Perform the Work of this section under direct superintendence at all times.
- B. Prior to commencement of Work, schedule a walkthrough with the OAR, to confirm Owner property items have been removed from scheduled Work areas. Identify and mark remaining property items and schedule their removal.
- C. Coordinate demolition for the correct sequence, limits, and methods. Schedule demolition Work to create least possible inconvenience to the public and facility operations.

- D. Related Standard: American National Standard A10.6-1983

1.04 PROJECT CONDITIONS

- A. Drawings may not indicate in detail all demolition Work to be performed. Examine existing conditions to determine the full extent of required demolition.
- B. Repair damage to existing improvements or damage due to excessive demolition.
- C. Provide all measures to avoid excessive damage from inadequate or improper means and methods, improper shoring, bracing or support.
- D. If conditions are encountered that varies from those indicated, promptly notify the Architect for clarification before proceeding.

PART 2 - PRODUCTS

2.01 HANDLING OF MATERIALS

- A. Items scheduled for salvage by the Owner shall be delivered to a location designated by the OAR. Items shall be cleaned, packaged and labeled for storage.
- B. Items scheduled for reuse shall be stored on the Project site and protected from damage, theft and other deleterious conditions.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protection:
  - 1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed. Refer to Section 01500: Construction Facilities and Temporary Controls.
  - 2. Provide all safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.
- B. If, at any time, safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the Architect and OAR.

3.02 DEMOLITION

- A. Do not throw or drop materials. Furnish ramps or chutes as required by the Work.
- B. Remove existing construction only to extent necessary for proper installation of Work and interfacing with existing construction. Cut back finished surfaces to straight, plumb or level lines as required for a smooth transition.
- C. Where openings are cut oversize or in improper locations, replace or repair to required condition.

3.03 CUTTING EXISTING CONCRETE

- A. Cutting of existing concrete shall be performed by skilled workers familiar with the requirements and space necessary for placing concrete. Perform concrete cutting with concrete cutting wheels and hand chisels. Do not damage concrete intended to remain.
- B. Extent of cutting of structural concrete shall be as indicated on Drawings. Cutting of non-structural concrete shall be as indicated on Drawings or as reviewed by the Architect or structural engineer. Replace concrete demolished in excess of amounts indicated.
- C. Prior to cutting or coring concrete, determine locations of hidden utilities or other existing improvements and provide necessary measures to protect them from damage.

3.04 REMOVAL OF OTHER MATERIALS

- A. Masonry: Cut back to joint lines and remove mortar without damaging units to remain. Allow space for repairs to backing where applicable.
- B. Woodwork: Cut or remove to a joint or panel line.
- C. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.

3.06 PATCHING

- A. Patch and/or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair Work shall match existing.

3.07 CLEANING

- A. Clean existing materials to remain with appropriate tools and equipment.
- B. Protect existing improvements during cleaning operations.
- C. Debris shall be dampened by fog water spray prior to transporting by truck.
- D. Debris pick-up area shall be kept broom-clean and shall be washed daily with clean water.
- E. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition Work progresses.
- F. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION



SECTION 07920  
JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes:
  - 1. Joint sealants as indicated or required.
- C. Related Sections:

1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating sealant joint locations, with full-size sealant joint details.
- B. Product Data: Submit manufacturer's literature for each sealant material.
- C. Material Samples: Submit Samples indicating color range available for each sealant material intended for installation in exposed locations.
- D. Certifications: Submit manufacturer's certification materials comply with requirements specified.
- E. Site Samples: At locations required, provide a Sample of sealant for each typical installation, approximately 24" long, including joint preparation, backing, sealant and tooling. Allow backing to extend 6" beyond end of sealant for inspection of substrate.
- F. Test Reports: Submit manufacturer's adhesion compatibility test reports according to ASTM C 794 for each substrate.

1.03 QUALITY ASSURANCE

- A. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least 5 consecutive years; and can show evidence of satisfactory completion of 5 projects of similar size and scope. Installer shall have applicators trained and approved by manufacturer for performing this Work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store in accordance with manufacturer's recommendations. Provide a uniform ambient temperature between 60 and 80 degrees F.

1.05 WARRANTY

- A. Manufacturer shall provide a 5 year material warranty.
- B. Installer shall provide a 2 year labor warranty.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Furnish sealants meeting following in-service requirements:
  - 1. Normal curing schedules are permitted.
  - 2. Non-staining, color fastness (resistance to color change), and durability when subjected to intense actinic (ultraviolet) radiation are required.
- B. Furnish the products of only one manufacturer unless otherwise required, sealant colors as selected to match the adjoining surfaces.

2.02 MATERIALS

- A. Sealants:
  - 1. Sealant 1: Acrylic latex, one-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C 834, Type S, Grade NS, formulated to be paintable.
    - a. Tremco Inc., Acrylic Latex Caulk.
    - b. Bostik Construction Products Division, Chem-Calk 600.
    - c. Pecora Corporation, AC-20.
  - 2. Sealant 2: Butyl sealant, one-part, non-sag solvent-release-curing sealant complying with FS TT-S-001657 for Type 1 and formulated with a minimum of 75 percent solids.
    - a. Tremco Inc., Tremco Butyl Sealant.
    - b. Bostik Construction Products Division, Chem-Calk 300.
    - c. Pecora Corp., BC-158.
  - 3. Sealant 3: Silicone sealant, one-part non-acid-curing silicone-sealant complying with ASTM C 920, Type S, Grade NS, Class 25.
    - a. Dow Corning Corp., Dow Corning 790, 791, 795.
    - b. General Electric Co., Silpruf.
    - c. Tremco, Inc., Spectrem 1.

- d. Pecora Corp., 864.
4. Sealant 4: One-part mildew-resistant silicone sealant, complying with ASTM C 920, Type S, Grade NS, Class 25.
  - a. Dow Corning Corp., Dow Corning 786.
  - b. General Electric Co., Sanitary 1700.
  - c. Tremco, Inc., Proglaze White.
  - d. Pecora Corp. 863 White.
5. Sealant 5: One-part non-sag urethane sealant, complying with ASTM C 920, Type S, Grade NS, Class 25.
  - a. Bostik Construction Products Div., Chem-Calk 900.
  - b. Mameco International, Inc., Vulkem 116.
  - c. Tremco, Inc., Dymonic.
  - d. Sika Corporation, Sikaflex 1-A.
6. Sealant 6: Multi-part pouring urethane sealant, complying with ASTM C 920, Type M, Grade P, Class 25.
  - a. Tremco, Inc., HPL.
  - b. Mameco International, Inc., Vulkem 255.
  - c. Sika Corporation, Sikaflex 2C NS/SL.
  - d. W.R. Meadows, Pourthane.
7. Sealant 7: Acoustical sealant, non-drying, non-hardening permanently flexible conforming to ASTM D 217.
  - a. Pecora Corp., BA-98 Acoustical Sealant.
  - b. Tremco, Inc., Tremco Acoustical Sealant.
  - c. United States Gypsum Co., Sheetrock Acoustical Sealant.

B. Penetrations Through Fire Barriers:

1. 3M Brand Fire Barrier Calk CP-25.
2. 3M Brand Fire Barrier Putty 303.

- C. Primer: Non-Staining Type. Provide primer as required and shall be product of manufacturer of installed sealant.
- D. Lacquer sealer shall be clear, as recommended by sealant manufacturer.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer.
- F. Sealants shall have normal curing schedules, shall be nonstaining, color fast and shall resist deterioration due to ultraviolet radiation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that joint openings are ready to receive Work and field tolerances are within the guidelines recommended by sealant manufacturer.

3.02 SURFACE PREPARATION

- A. Joints and spaces to be sealed shall be completely cleaned of all dirt, dust, mortar, oil, and other foreign materials which might adversely affect caulking Work. Where necessary, degrease with an solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of sealants.
- B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be calked before priming and installation of sealants.
- C. Preparation of surfaces to receive sealant shall conform to the sealant manufacturer's specifications. Provide air pressure or other methods to achieve required results. Provide masking tape to keep sealants off surfaces that will be exposed in finished Work.
- D. Etch concrete or masonry surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5 percent solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.
- E. Perform preparation in accordance with ASTM C 804 for solvent release sealants, and ASTM C 962 for elastomeric sealants.
- F. Protect elements surrounding Work of this section from damage or disfiguration.

3.03 SEALANT APPLICATION SCHEDULE

	<u>Location</u>	<u>Type</u>	<u>Color</u>
A.	Exterior & Interior joints in horizontal surfaces of concrete; between metal & concrete masonry and mortar.	Sealant 6-	To match adjacent material
B.	Exterior door, entrance & window frames. Exterior & interior vertical	Sealant 3 or 5	To match adjacent material

joints in concrete & masonry  
metal flashing.

- |    |  |           |                            |
|----|--|-----------|----------------------------|
| C. | Interior joints in ceramic tile and at plumbing fixtures.                        | Sealant 4 | Translucent or White       |
| D. | All interior joints not otherwise scheduled                                      | Sealant 1 | To Match Adjacent Surfaces |
| E. | Heads and sills, perimeters of frames and other openings in insulated partitions | Sealant 7 | Match Adjacent Surfaces    |

3.04 APPLICATION

- A. Provide sealant around all openings in exterior walls, and any other locations indicated or required for structure weatherproofing and/or waterproofing.
- B. Sealants shall be installed by experienced mechanics using specified materials and proper tools. Preparatory Work (cleaning, etc.) and installation of sealant shall be as specified and in accordance with manufacturer's printed instructions and recommendations.
- C. Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by manufacturer, shall be primed before installing sealants. Primer shall be installed with a brush that will reach all parts of joints to be filled with sealant.
- D. Sealants shall be stored and installed at temperatures as recommended by manufacturer. Sealants shall not be installed when they become too jelled to be discharged in a continuous flow from gun. Modification of sealants by addition of liquids, solvents, or powders is not permitted.
- E. Sealants shall be installed with guns furnished with proper size nozzles. Sufficient pressure shall be furnished to fill all voids and joints solid. In sealing around openings, include entire perimeter of each opening, unless indicated or specified otherwise. Where gun installation is impracticable, suitable hand tools shall be provided.
- F. Sealed joints shall be neatly pointed on flush surfaces with beading tool, and internal corners with a special tool. Excess material shall be cleanly removed. Sealant, where exposed, shall be free of wrinkles and uniformly smooth. Sealing shall be complete before final coats of paint are installed.
- G. Comply with sealant manufacturer's printed instructions except where more stringent requirements are indicated on Drawings or specified.
- H. Partially fill joints with joint backing material, furnishing only compatible materials, until joint depth does not exceed 1/2 inch joint width. Minimum joint width for metal to metal joints shall be 1/4 inch. Joint depth, shall be not less than 1/4 inch and not greater than 1/2 inch.

- I. Install sealant under sufficient pressure to completely fill voids. Finish exposed joints smooth, flush with surfaces or recessed as indicated. Install non-tracking sealant to concrete expansion joints subject to foot or vehicular traffic.
- J. Where joint depth prevents installation of standard bond breaker backing rod, furnish non-adhering tape covering to prevent bonding of sealant to back of joint. Under no circumstances shall sealant depth exceed 1/2 inch maximum, unless specifically indicated on Drawings.
- K. Prime porous surfaces after cleaning. Pack joints deeper than 3/4 inch with joint backing to within 3/4 inch of surface. Completely fill joints and spaces with gun applied compound, forming a neat, smooth bead.

3.05 MISCELLANEOUS WORK

- A. Sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to Drawings for condition and related parts of Work.
- B. Install sealants to depths as indicated or, if not indicated, as recommended by sealant manufacturer but within following general limitations:
  - 1. For joints in concrete walks, slab and paving subject to traffic, fill joints to a depth equal to 75 percent of joint width, but not more than 3/4 inch deep or less than 3/8 inch deep, depending on joint width.
  - 2. For building joints, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

3.06 CLEANING

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

3.07 CURING

- A. Sealants shall cure in accordance with manufacturer's printed recommendations. Do not disturb seal until completely cured.

3.08 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

## SECTION 09910

### PAINTING OF EXISTING FACILITIES

#### PART 1 - GENERAL

##### 1.01 REGULATIONS AND CODES

- A. The Rules and Regulations of the State Of California relating to the Safety of Design and Construction of Public School Buildings, entitled "California Administrative Code, Title 21, Public Works, Sub-Chapter 1, Division of Architect" and the Building Code of Laws of the political subdivision having jurisdiction are made applicable to the work of the Contractor.

##### 1.02 SPECIFYING BY REFERENCE

- A. Specifying by reference to any provisions, conditions, materials, work or anything relative to any part thereof in other parts of the contract or in the reference documents shall have the same force and effect as if the said provisions had been repeated word for word at the place where the reference is set out. Therefore the materials and/or work, and/or quality thereof, and/or work thereof mentioned or described in the provisions so referred to shall be furnished, and/or performed by the Contractor as a part of his/her work.

##### 1.03 PROTECTION

- A. The Contractor shall replace and secure at the end of each working day all protective security grilles. Every bolt must be replaced properly using a washer, cut smooth and filed down. Problem grilles may be removed and replaced by the District at the District Representative's discretion.
- B. All fire alarm boxes, fire sprinkler heads, smoke detectors and intrusion alarm systems must be uncovered and available to perform the function that it was designed for each and every night.
- C. All pressure relief grilles with barometric damper leading to a corridor or an exterior must be masked off before spraying and then uncovered immediately after spraying.
- D. Should any damage occur as a result of the Contractor's work, his/her employee or equipment, to any property other than the District's, the Contractor shall replace the damaged article or repair the damage to the satisfaction of the District. This shall include over-spray on private vehicles.

1.04 MOVING EQUIPMENT

- A. The Contractor shall do all handling/moving of equipment and replacement of the same, except as otherwise specified by the District at the discretion of the District Representative.
- B. All such materials shall be moved before painting is begun in any room or space. Movable cases and all equipment against walls or surfaces to be painted shall be moved by the Contractor and be returned and/or reinstalled by him/her in their original locations after painting has been completed.

1.05 MISCELLANEOUS

- A. The Contractor will not be required to provide sanitary facilities.
- B. A Contractor that schedules work on an approved overtime period and then fails to have workers at the scheduled site will be billed for the District employee's time. The rate will be 1-1/2 times the employee's hourly rate of pay, for each hour (4 hour minimum).
- C. Work on this project may require the Contractor to perform work on Saturdays, Sundays and/or at times other than normal working hours.
- D. The Contractor and/or sub-contractor shall submit a "Daily Personnel Report" to the District Representative on a daily basis.
- E. The Contractor must have and use, on the work site, dustless sanding and cleaning equipment.
- F. The Contractor will not use school phones except in cases of an emergency.
- G. After the painting is completed, the Contractor must free the sash and leave it in an easy operating condition.- Two (2) months after the completion of the project, the District Representative will arrange a date/time when the Contractor must return to the site, check and free all sash that s/he painted so it is in an easy operating condition.
- H. The Contractor shall provide and maintain all necessary or required barriers, guards, lights, warning signs, etc. for the complete protection of everything as directed by the District representative. The Contractor is required to provide free access to all doors and openings. The Contractor shall not store equipment or material near openings or traffic lanes that might prove hazardous during an emergency.

1.06 DEFINITIONS OF WORK

- A. All work shall include all labor, material, equipment and scaffolding required for the cleaning and preparation of surfaces to receive the painters finish and for all painting

and varnishing, as herein specified. The Contractor shall perform all work unless specifically noted.

- B. "Paint and refinish the Interior of the Building" shall mean all rooms within the building and all parts of each room in conformance with all requirements specified herein. This includes all ceilings, closets, adjoining rooms, and interior surfaces.
- C. "Paint and refinish stucco" shall mean all exposed repaired surfaces in conformance with all requirements specified sub-section. This includes all stucco, concrete, block and brick previously painted unless otherwise noted. This may include partition walls.
- D. The painting shall include the complete preparation and finish or refinishing in accordance with the requirements specified herein. Drywall shall be treated the same as specified for plaster.
- E. Guarantee-Warranty: The Contractor warrants and guarantees that all work executed and materials furnished under the contract shall be free from defects of materials and work for a period of three (3) years from the date of acceptance of completion of the contract.
- F. Wherever woodwork is specified to be refinished, it will include wood finish member (trim), movable cabinets with doors and center cut doors, windows and sash, screen doors, screens, sash poles.
- G. Whenever "Paint or Enamel" is referred to in these specifications, it shall be taken to mean all types of waterborne materials and water reducible materials.
- H. Whenever "edges" are referred to in these specifications, it shall be taken to mean all edges, (which include tops and bottoms).
- I. GLOSS degree STANDARDS shall be as follows:

HIGH GLOSS	70 and above	EGGSHELL	30 to 47
SEMI-GLOSS	48 to 69 -	SATIN	15 to 29
- L. Work shall be done by skilled and experienced painters in a first class and professional manner. All painters must wear presentable white uniforms.
- M. To insure a consistently uniform horizontal, vertical and curved surface, with a maximum deflection of 1/8<sup>th</sup> inch in a five foot span, a brown scrub coat may be required. Also, along with the assurance for a uniform color of the dashed texture, a fog coat may be necessary as deemed by the District Representative.
- N. All glass on the exterior shall be traced neat and clean with approximately, but no more than 1/16" overlay. Any paint specks, smears or splatters shall be immediately removed and the surface thoroughly cleaned.

1.07 INSPECTION

- A. The District Inspector will plan a work schedule with the Administrator or his/her representative providing areas for work to be performed. Work in the area provided shall be completed before proceeding to the next scheduled area. Care must be exercised by the Contractor so as to cause the minimum of inconvenience and danger to students and faculty.
- B. The Contractor must schedule all work through the Inspector. The Inspector will divide the work into sections. Each section must be completed and a final inspection of that section will be performed by the Senior Paint Inspector before proceeding to next section.

1.08 MATERIALS

- A. All materials used in the work must be in accordance with the "Approved List of Paint Materials" and with the paint manufacturers, whose products have been tested and approved. The use of materials shall be limited to one manufacturer for any given portion of the contract. Adulteration of these materials is strictly prohibited.
- B. Materials shall be delivered to project site in original unbroken containers bearing the manufacturer's name, brand number and batch number.
- C. Materials shall be delivered in a timely manner to insure uninterrupted progress of the work.
- D. All materials shall be opened and mixed on the premises in the presence of the District Representative. Rejected materials shall be immediately removed from the premises.

1.09 CERTIFICATION

- A. With every delivery of coating materials, the dealer shall certify on a form, to be supplied by the Facilities Services Division, that the materials comply with the requirements of these specifications. Upon completion of the work the Contractor must certify on a form supplied by the District that all fire retardant paint specifications have been complied with. All certifications will be given to the District Representative assigned to the Contract.
- B. The Paint Manufacturer shall submit a complete list of proposed paint materials to the District for approval. Identifying each material with the manufacturer's name, number and type of surfaces to receive the individual finishes.

1.10 COLORS AND THE NUMBER OF PAINT COATS

- A. The colors of all coatings shall be as directed by the District Representative. Three coats of paint must be applied as follows: The first coat, primer/undercoat – untinted or tinted up to 50% lighter or darker (at the discretion of the Contractor) than the

finish coat. The second coat is to be factory tinted in the range of 10 % to 15 % lighter or darker (at the discretion of the Contractor) than the finish coat. The third coat is to be factory tinted to the approved color selected. These tinting guidelines shall be used on all surfaces receiving paint. Allowances shall be made for coloring so that ceilings, beams, dados, walls, woodwork, etc. can be finished in more than one color. Color combinations in rooms and for surfaces shall be varied in accordance with the colors selected by the District Representative.

- B. If the last coat is not a uniform surface in color and free from defects, then the Contractor must apply to the entire surface as many coats as is necessary to remedy the problem. This requirement supersedes all other specifications listed throughout.
- C. Any number of colors may be used on any portion of the work. The District reserves the right to change the colors before the work is started in an area or on a particular surface.
- D. Various colors may require more coats of paint than specified in these specifications for complete coverage. The Contractor is responsible for consulting the color letter, knowing the color to be used and being aware of the color to be covered, so s/he can bid accordingly.
- E. All ceilings shall be white, unless otherwise directed by the District representative. This includes classrooms, storage rooms, offices, etc.

#### 1.11 SAMPLES

- A. Before any coating is applied, the Contractor must submit to the District Representative samples of each color to be used on this contract. Samples will be made as hereinafter specified. When the samples are approved, instructions will be given to the Contractor so the approved colors can be used as directed. If more than one (1) batch of material and color is to be used, samples from each batch shall be submitted.
- B. Paint and Enamel Spray-Outs
  - 1. Samples of Paint and Enamel must be submitted shall have the color in full coverage. The sample shall be prepared using the material from the batch to be used on the actual job. Identify paint is to be used, the batch number, the color number, the type of material, the name of the manufacturer and the name of the Contractor.
- C. The Contractor must furnish samples of all colors to the District Representative. The approved samples will be kept on the job until the painting is completed. The Contractor shall be responsible for the finish color on the wall or surface to be painted. Where different materials of the same color are specified to be applied on the same, or adjoining surfaces, the final color match must match the pre-approved color sample on

those surfaces. The Contractor shall also check and be responsible for all color matches on the original and subsequent batches and shipments.

- D. All materials and color samples shall be approved before a job start meeting will be scheduled.

## PART 2 – PREPARATION OF SURFACES

### 2.01 DISTRICT MAY REMOVE AND REPLACE

- A. Computers, computerized system electric clocks, speakers and thermostats may be disconnected and reconnected by the District.

### 2.02 REPLACEMENT SCREWS AND HARDWARE

- A. All hardware shall be replaced using new screws, of the same diameter, but one size longer than those removed. Existing screws may be used if screw holes are plugged with wood in order to make the hardware secure. All screws used must be of finish design and material to match the hardware on which they are used.
- B. The Contractor must remove all paint from all hardware, including paint from previous painting.

### 2.03 PAINT DEFECTS

- A. All painted, enameled or varnished wood, metal and/or plaster surfaces must have all checked, alligatored, cracked, blistered, defaced (including paint spots on varnished woodwork) and scaled material removed down to the original unfinished surfaces. Where any of the above mentioned defects occur, the entire piece of trim or material shall have the finish removed; in the case of a door, the finish on the entire surface of the door shall be removed. All surfaces shall then be hand sanded and dusted clean to remove all loose materials.

### 2.04 H.E.P.A. MACHINE SANDING

- A. All checked, cracked, blistered, scaled loose, and/or alligatored paint on all wood and metal surfaces on the exterior or interior of all buildings and appurtenances shall be machine sanded to a smooth solid surface, dusted clean and then painted as specified. All power sanding must be done with an approved H.E.P.A. vacuum sander and must be used only when school is not in session, and students and staff are not on site.

### 2.05 WASHING, CLEANING AND REMOVING WAX

- A. Prior to applying a coating, all surfaces must be thoroughly washed with a strong solution of an approved cleaner, rinsed with clean water, hand sanded and dusted off.

All waxed surfaces must have the wax completely removed, then washed and rinsed off.

- B. Woodwork must be hand sanded smooth after each and every coat, except the last coat. All coats shall be free from dust, dirt or other imperfections.
- C. Steel sash and aluminum sash to be painted must be steel-wooled and dusted off. Sash putty shall be hand sanded smooth and dusted off.

#### 2.06 MISCELLANEOUS PREPARATION

- A. All base and base shoe must have the existing finish removed down to the original surface and then be finished as specified under "Enamel Finish" except all varnished base and base shoe must have the existing finish removed down to the original surface and then be finished under "Stain and Varnish Finish."
- B. The finish coat on both sides of interior wall transoms must match adjacent walls.
- C. The Contractor shall remove all stains from all varnished surfaces before refinishing.
- D. Metal clad panels doors and frames must have all holes and major dented places filled with an approved exterior spackling compound, sanded smooth with the existing surfaces and dusted off.
- E. Interior masonry and/or concrete surfaces not having an existing painter's finish must be thoroughly cleaned of all traces of alkali by washing all surfaces with a solution composed of one pound of zinc sulphate to one gallon of water, then rinsed with clean water. The interior surfaces shall be allowed to dry for 48 hours or at the discretion of the District Representative and then finished as specified for unpainted plaster.

#### 2.07 REPAIR SPALLING CONCRETE

- A. The Contractor shall remove all surface contamination, broken and spalled concrete to a sound concrete base. The concrete shall be removed to a depth of one-half (1/2) inch minimum around the rebar. The sides of the areas to be repaired shall be straight, not tapered or sloped.
- B. All spalled or loose concrete must be removed using a electric or compressed air chipping hammer.
- C. The Contractor must clean all exposed rebar by sandblasting, remove all debris/dust and treat all steel with a sealant (Sika Top/110 Armatec or approved equal) compatible to the patching materials the same day. The District representative must approve the sealant application prior to any patching materials being applied.
- D. The Contractor shall repair concrete to match the existing concrete surfaces using Sika Top 123 Gel Mortar or approved equal.

- E. All sealant and patching materials must be applied by qualified personnel adequately trained in their application.

### PART 3 – LEAD

#### 3.01 GENERAL

- A. All lead abatement/management shall be done in compliance with all Federal, State, County and local laws.
- B. All previously painted surfaces will be assumed to contain lead unless otherwise specified in a lead report.
- C. The Contractor shall abate or manage lead-containing materials when required for proper completion of the project in accordance with the contract documents.

### PART 4 - INTERIOR AND EXTERIOR PAINTING INCLUDING MASONRY/STUCCO

#### 4.01 MIXING AND APPLICATION

- A. Paint and enamel shall not be applied to wet, damp, dusty, rough or defective surfaces.
- B. Surfaces to be finished and each coating shall be separately inspected by the District Representative and checked for mill thickness. The requirements are (2) mills each coat wet and/or three (3) mill dry after three (3) coats. Notice that such work is ready for inspection shall be given to the District Representative. Should such notice not be given before the succeeding coat is put on, the finish applied must be removed or an additional coat shall be applied, as directed by the Representative. At least one (1) day must intervene between coats for exterior work or as directed by the District Representative for thorough drying.

#### 4.02 PAINT ROLLERS, BRUSH AND SPRAY

- A. Paint rollers may be used on interior plaster, drywall, masonry/stucco and plywood surfaces, nap not to exceed one half (1/2) inch in length, or as directed by the District Representative.
- B. The first coat on wood overhang and ceilings must have the material applied by roller and then must be brushed out in a professional manner to leave the surface free of imperfections. The finish coat may be sprayed.
- C. All other surfaces must have all coatings applied with brushes of the proper size, consistent with professional work.

- D. Spray work shall be permitted only on radiators, acoustic plaster, acoustic tile, fiberboard, masonry/stucco or as directed by the District Representative.

#### 4.03 PRIMING

- A. New and/or unpainted materials/surfaces and those from which the paint finish have been removed down to the original wood or metal surfaces shall be thoroughly primed as follows:

Woodwork: Wood must be sealed or primed with a non-water borne material on both sides and all edges. Wood completely sealed with a non-water borne material shall be top coated with a water borne material as specified herein. The finish material (water borne) must be compatible with the non-water borne primer per the manufacturer's recommendations. Hardwood must be thoroughly filled and stained to an even color.

Galvanized Metal: Clean all oil and foreign material from surfaces and then apply a primer for galvanized metal following the manufacturer's recommendations. All metal primers must have a five (5) day curing time before recoating. This includes conduits mounted on masonry/stucco.

Ferrous Metal: Prime all ferrous metal with an approved primer for ferrous metal.

Non-Ferrous Metal: Prime all non-ferrous metal, unless otherwise specified, with an approved non-ferrous metal primer.

Aluminum: Prime with an approved metal primer as per the manufacturer's recommendations.

#### 4.04 MISCELLANEOUS EXTERIOR SURFACES

- A. Freestanding interior surfaces of display cases, storage/supply cabinets, including both sides and all edges shall be prepared and primed as specified under "Doors." They shall receive the number of coats of paint as detailed under "Colors and Number of Paint Coats."

#### 4.05 INTERIOR PLASTER AND DRYWALL WORK - WALLS, CEILINGS, ETC.

- A. Where ceilings are specified to be painted, beams, cornices, coves/ornamental features, staff work, plaster grilles, etc. shall be included.
- B. Where walls are specified to be painted, columns, staff work, piers, returns, reveals, soffits of stairs, both sides of stair railings, soffits/reveals of windows and other openings shall be included.

- C. Where a room is designated to be painted that has a single restroom/storeroom, it is to include that restroom/storeroom unless otherwise noted.
- D. Grease, ink spots and marks of indelible pencils shall be completely removed by the use of water and abrasive soap powder without injury to the finished surface.
- E. The first coat may be thinned, if necessary, as per the paint manufacturer's recommendation with a thinner prepared specifically for the material used. All coats shall be flowed on freely. The first coat must be prepared so as to stop all suction, and should any dead spots appear, they shall be touched up before the next coat is applied. The last coat shall be a uniform surface, free of all defects.

END OF SECTION

## SECTION 260100

### BASIC MATERIALS AND METHODS

#### PART 1: GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

##### 1.02 WORK INCLUDED

- A. The specifications and drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or material for the proper execution of the work in accordance with present practice of the trade shall not relieve the Contractor from providing such additional labor and materials.
- B. All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of electrical system, complete, as shown on the drawings and/or specified herein. Work includes but is not necessarily limited to the following:
  - 1. Conduits for all wiring systems, unless otherwise specifically noted.
  - 2. All electrical wiring and connections to equipment furnished under other sections of Specifications.
  - 3. All electrical wiring and connections to Owner furnished equipment.
  - 4. All wiring and conduit for Air Conditioning and Heating and Ventilating systems, and electrical equipment in Plumbing Section of work.
  - 5. Time clocks and contactors for control of lighting and air conditioning.
  - 6. Pull wires in conduit runs indicated as conduit only (CO).
  - 7. Building electrical wiring, conduits, outlet boxes, junction boxes, convenience outlets, switches, plates and all miscellaneous items of electrical equipment, apparatus and material specified and/or shown on Drawings.
  - 8. All required grounds.

9. All anchors, chases, sleeves and supports for electrical equipment.
10. Excavation necessary for execution and completion of electrical work.
11. Required backing, supports and blocking for lighting fixtures.
12. Complete Fire Alarm and Detection System.
13. Tests of entire system.
14. Guarantees.
15. Flashing of conduits through roof.
16. Shop Drawings.
17. In these specifications, Fire Alarm, Clock and Class Change Signal, PA/Intercom, Television, Intrusion Alarm, etc. are referred to as Auxiliary Systems or Signal Systems.

#### 1.03 GUARANTEE

- A. In addition to guarantee required in Division 01 or specifically specified elsewhere, all materials and equipment provided and installed under this Division of Specifications shall be guaranteed by Contractor in writing for a period of one year from date of acceptance of work by Owner. Should any trouble develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the trouble without costs to Owner.
- B. Guarantee complete and perfect operation of entire system and that all apparatus will perform in accordance with detailed drawings and Specifications.
- C. Guarantee that all equipment will be supported in such a way as to be free from objectionable vibration and noise.
- D. Guarantee that all licenses and royalties for use of any patented feature of system will be paid before acceptance of system.

#### 1.04 GENERAL REQUIREMENTS

- A. Codes: Construct project in accordance with following codes and regulations.
  1. 2013 California Electrical Code, Title 24 C.C.R.

(2011 National Electrical Code of the National Fire Protection Association, NFPA)

2. 2013 California Mechanical Code, Title 24 C.C.R.  
(2012 Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials, IAPMO)
3. 2013 California Plumbing Code, Title 24 C.C.R.  
(2012 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, IAPMO)
4. 2013 California Energy Code, Title 24 C.C.R.
5. 2013 California Historical Building Code, Title 24 C.C.R.
6. 2013 California Fire Code, Title 24 C.C.R.  
(2012 International Fire Code of the International Code Council)
7. 2013 California Existing Building Code, Title 24 C.C.R.  
(2012 International Existing Building Code of the International Code Council, with amendments)
8. 2013 California Green Building Standards Code (CALGreen Code), Title 24 C.C.R.
9. 2013 California Referenced Standards Code, Title 24 C.C.R.
10. Local codes and ordinances.
11. Division of State Architect.

Keep a copy of applicable code available at Site while performing work of this Section. Nothing in these Drawings and Specifications to be construed as authority to violate codes and ordinances. Conflict with applicable regulations to be resolved at Contractor's expense before installation.

- B. Permits, Fees and Inspections: Obtain and pay for all necessary permits and fees required by any constituted authority having jurisdiction including utilities. Arrange and pay for all required inspections or examinations and deliver certificates of inspection to Architect.
- C. Record Drawings:
  1. Provide record drawings for work of this Section.

2. Keep up-to-date a complete "As-Built" record set of blueline prints corrected daily and showing every change from original Drawings and Specifications and exact "As-Built" locations, sizes, and kinds of equipment.
  3. Prints for this purpose may be obtained from Architect at cost of printing. Keep this set of Drawings on job and use only as a record set.
  4. Drawings to serve as work progress sheets. Make neat and legible notations in red ink thereon daily as work proceeds, showing work as actually installed. Drawings to be available at all times for inspection, and kept at a location designated by Architect.
  5. On completion of work, obtain one set of prints from Architect at cost of printing, and note neatly in scale all changes on record set. Deliver complete set of prints together with one set of blueline prints to Architect together with Contractor's name, address and phone number. Incorrect, non-legible or non-reproducible drawings will not be accepted.
- D. Selection and Ordering of Equipment and Materials: Within two weeks after award of Contract, arrange for purchase and delivery of all light fixtures, equipment and materials required in ample quantities and at proper time. Inform Architect immediately of any inability to obtain suitable delivery of any equipment or material. Send copy of letter verifying date of purchases to Architect.
- E. Shop Drawings and Material Lists:
1. Submit material lists and shop drawings as called for in Division 01, and as supplemented by this Division, and with sufficient promptness to ensure that overall work of project will not be delayed.
  2. Submit six copies of a list of materials and equipment manufacturers that Contractor intends to use.
  3. Provide shop drawings for following:
    - a. Fire Alarm Devices.
    - b. Fire Alarm Shop Drawings.
  4. Do not fabricate work until reviewed shop drawings for work have been received from Architect. Work fabricated or erected in advance of reviewed shop drawings will be at risk of Contractor.

5. Architect's or Engineer's review of shop drawings does not relieve Contractor of responsibility for errors including details, dimensions, or materials, as well as conformance with requirements of Drawings and Specifications.
6. Shop drawings will be checked by Architect and Engineer for conformance to design as a convenience to Contractor. Dimensions will not be checked. Should interferences become evident, notify Architect immediately so that matter may be resolved prior to proceeding with fabrication.
7. No reimbursement based on a claim that work was placed in accordance with dimensions shown on a reviewed shop drawing will be allowed for removing or replacing work already in place.
8. Make available a copy of every reviewed shop drawing at Project Site.
9. Submit shop drawings in coherent groups; e.g., all lighting fixtures at one time.
10. Submit actual samples of specified equipment or material to Architect for review when requested.

F. Substitution and Approval of Material:

1. Base all bids and proposals only upon materials, construction and equipment named or described in specification and/or shown on drawing. Should a Contractor wish to use other equipment than that specified, he shall submit proposed substitution by fully describing equipment he prefers to use and by listing credit or additional cost to his bid as a separate item should substitution be acceptable.
2. All equipment and materials proposed for substitution shall be similar in design and equal in quality and function to those specified herein or on drawings. Contractor (not sales vendor) shall demonstrate his proposed substitution and shall specifically note all differences between item specified and proposed substitution. Actual samples and test data, certified by an independent testing laboratory, shall be submitted when requested.
3. Each substitution will be given consideration, but without any obligation expressed or implied on part of Architect to change named requirements of specification. Only one substitution for each item of equipment will be permitted. Contractor assumes sole responsibility for performance and space requirements for substitute equipment. Decision of Architect shall be final as to whether or not substitution is acceptable.

G. Terminology:

1. Term "provide" used on Drawings and elsewhere in the Specifications shall be considered to mean "furnish and install".
  2. Term "UL" means Underwriters Laboratories Inc.
- H. Workmanship: See supplementary Conditions, Architect is sole judge of whether execution is in a workmanlike manner.
- I. Safety Conditions: Be responsible in preventing energized switches, circuit breakers or circuits from being turned to "On" position during construction period. Be responsible for damages to personnel and/or property resulting from contact with energized circuits, switches, circuit breakers, busses or other electrical apparatus. Construct all electrical work with electrical system de-energized in area. At no time permit work on equipment or apparatus with energized circuits.
- J. Verification of Dimensions: All scaled and figured dimensions are approximate and are given for estimating purposes only. Before proceeding with work carefully check and verify all dimensions and sizes and assume all responsibility for fitting of materials and equipment to other parts of equipment and to structure. Where apparatus and equipment have been indicated on drawings, dimensions have been taken from typical equipment of class indicated. Carefully check drawings and see that equipment will fit into spaces provided.
- K. Locations:
1. Locations of conduits, outlets, apparatus and equipment indicated on drawings are approximate only and shall be changed to meet architectural and structural conditions as required.
  2. Install conduit and equipment in a manner and in locations avoiding all obstructions, preserving headroom, keeping openings and passageways clear and readily accessible for maintenance and repairs. Make changes in locations of conduit or equipment which may be necessary to accomplish this. Drawings are essentially diagrammatic to extent that many offsets, bends, special fittings and exact locations are not indicated. Examine all drawings prepared by manufacturers, suppliers and installers of all equipment including air conditioning and plumbing fixture shelving, for requirements and locations of equipment and outlets.
  3. Should any structural interferences prevent installation of outlets, setting of cabinets for lighting panelboards, running of conduits, or installation of other electrical equipment at locations shown on Drawings, necessary minor deviations therefore as determined by Engineer may be permitted. In event changes in indicated locations or arrangements are necessary due to

developed conditions in building's construction or rearrangement of furnishings or equipment, Owner shall be permitted to move any junction box or utility outlet a distance of 10' and such changes shall be made without extra cost providing change is ordered before work is installed. Submit an estimate of cost or credit for other changes and proceed only upon written authority of Architect.

4. Be cautioned that diagrams showing electrical connections are diagrammatic only and must not be used for obtaining lineal runs of wiring or conduit. Wiring diagrams do not necessarily show exact physical arrangement of equipment.
  5. Locations of outlets, lighting fixtures, cabinets, panelboards, apparatus, motors, mechanical equipment, etc., shown on Electrical Drawings is only approximate. Do not scale them from Electrical Drawings.
  6. Verify locations of outlets, lighting fixtures, equipment etc., with Architectural Drawings of interior and exterior details and finish, and coordinate location of electrical work with mechanical and other equipment.
  7. Locate lighting fixtures as per reflected ceiling plans prepared by Architect.
- L. These Specifications and attendant Drawings are intended to cover a complete and operable electrical system. Follow Drawings and Specifications and execute all work according to true intent and meaning. Should any error or omission exist in either or both of these Drawings and Specifications, or conflict one with another, have same explained and adjusted by Engineer before submitting bid price for electrical work; otherwise at own expense, supply proper materials and labor to completely install same, make good any damage to or defect in work of results obtained therefore caused by such error, omission or conflict. Most restrictive, greater quantity or size, better quality or other superior condition of all representations shall prevail. It is intended that outlets be located symmetrical with Architectural elements notwithstanding fact that locations indicated on Drawings may be distorted for clarity.
- M. Omission of expressed reference in Drawings or Specifications to any item of labor or material necessary for proper execution of work in accordance with present good practice of trade will not relieve Contractor from providing such additional labor and materials.
- N. Job Visits by Engineer: Periodic visits to job by Engineer is for express purpose of verifying compliance by Contractor with contract documents. Such visits by Engineer shall not be construed as construction supervision. Neither shall such visits be construed to make Engineer responsible for providing a safe place for performance

of work by Contractor or Contractor's employees or safety of supplies of Contractor or his subcontractors.

- O. Cooperation with Others: Organize work that will harmonize with work of all trades so that all work may proceed as expeditiously as possible. Be responsible for correct placement of work and connection of work to all related trades.
- P. Protection of Finish: Provide adequate means for protecting all finished parts of materials and equipment against damage from any cause during progress of work and until acceptance by Architect. Cover all material and equipment in storage and during construction in such a manner that no finished surfaces will be damaged, marred or splattered with paint. Keep moving parts perfectly clean and dry. No paint spraying will be permitted in building. Replace or refinish damaged material or equipment including face plates or panels without additional costs to Owner.
- Q. Cleaning Equipment and Premises: Thoroughly clean all parts of materials, equipment and exposed parts such as receptacles and panelboards, of cement, plaster and other materials. Remove all oil and grease spots with a non-inflammable cleaning solvent. Brush exposed metal work with steel brushes to remove rust and other spots and leave smooth and clean. During progress of work, carefully clean up and leave premises and all portions of building free from debris. At completion of work, remove all waste materials and debris resulting, leaving everything in a complete and satisfactory condition.
- R. Cutting and Patching: Include all cutting and patching in bid. Do not cut any structural members without first having received written permission from Architect. Cutting of round openings which can be done by use of a rotary drill shall be done by Contractor requiring same. Cutting and patching finish work shall be performed by workmen of the respective trade.
- S. Conditions at Site: Visit Job Site and become familiar with all existing conditions within scope of work and include in Bid Proposal allowance for these conditions. Verify exact locations of services prior to construction. Notify all other Contractors of these utility locations.
- T. Documents: Read all relevant documents, become familiar with job, scope of work, type of general construction, Architectural, Structural, Mechanical and Electrical Drawings and Specifications. Also become familiar with purpose for which these Drawings have been prepared and become cognizant of all details involved.
- U. Acceptance: Before work will be accepted, demonstrate to Owner and Architect that entire installation is complete and in proper operating condition and Contract has been fully and properly executed. Following items shall be prepared and submitted to Architect:

1. Two copies of all test results required under this Division.
  2. Two copies of local and/or state code enforcing authorities final inspection certificates.
  3. Copies of as-built record drawings as required.
  4. Notify Architect in writing when installation is complete and that a final inspection of this work can be performed. In event defects or deficiencies are found during this final inspection they shall be corrected to satisfaction of Architect before final acceptance can be issued.
  5. Two Maintenance and Operating Manuals as required.
- V. Field Inspections: Provide proper facilities for access of Owner or Owner's representative to conveniently examine and inspect all portions of work covered in this Contract at any and all reasonable hours.
- W. Completing Work: At completion of work, remove all waste materials and debris resulting from work, leaving everything in a complete and satisfactory condition.
- X. Electrical Superintendent: Include services of a qualified electrical foreman capable of interpreting intent of Drawings and Specifications, to study Plans, Specifications and references, and coordinate all requirements with other trades, authorized to make decisions and issue instructions; be constantly in charge of work and available at job site at all times and at final inspection. Instruct Owner's representative for proper operation and recommend maintenance of all systems.
- Y. Maintenance and Operating Manuals:
1. Before completion and acceptance of work, furnish Owner with two complete sets of operating and maintenance instruction manuals. Bind each set in durable hardboard binder and index.
  2. Compile data for manuals upon approval of material list and sketches so as not to delay final approval of work installed. Operating manuals to contain all pertinent data relating to electrical installation such as fixture cuts, manufacturer's approval, shop drawings, sketches, wiring diagrams and equipment operating instructions.
  3. Instruct Owner's operating personnel with electrical operating procedures before work is considered complete.

Z. Extra Work or Costs to This Contractor Due to Other Contractors or Trades: Adjusted between this Contractor and offending Contractor at no extra cost to Owner. Notify Architect before such extra work is done.

AA. Tests:

1. Upon completion of work and adjustment of all equipment, all systems shall be tested under direction of Owner's representative to demonstrate that all equipment furnished and installed and/or connected under provision of these Specifications shall function electrically in manner required. All tests shall be completed prior to final inspection of project.
2. All systems shall test free from short circuits and grounds and shall be free from mechanical and electrical defects. All circuits shall be tested for proper neutral connection.
3. All instrumentation and personnel required for testing shall be furnished by Contractor.

BB. Noise Control:

1. Perform electrical work to a manner in minimize transmission of noise and preserve acoustical properties of building structure.
2. Where equipment is mounted on vibration isolators, use flexible connections to reduce transmission of noise.
3. Where conduits pass through sleeves in interior walls, floors, or ceilings, completely fill space between each conduit and its sleeve to provide an airtight seal.
4. Use glass fiber material, "Duxseal" compound, for acoustic seals.

CC. Seismic Bracing Standards: All pipes, cable trays, conduits, etc. shall be supported and braced in accordance with SMACNA "Seismic Restraint Manual, Guidelines for Mechanical Systems", including Appendix B, "Additional Requirements for OSHPD" and "Addendum no. 1, September 2000". Comply with CBC, where requirements are more stringent than SMACNA, including, but not limited to the following:

1. Pipes and conduit shall be braced to resist the forces prescribed in California Building Code.
2. Where possible, pipes, conduit and their connections shall be constructed of ductile materials (copper, ductile iron, steel or aluminum and brazed, welded,

or screwed connections.) Pipes, conduits and their connections, constructed of nonductile materials (e.g., cast iron, no-hub pipe and plastic), shall have the brace spacing reduced to one-half of the spacing allowed for ductile material in accordance with California Building Code or SMACNA Seismic Restraint Manual.

3. Seismic restraints may be omitted for the following conditions:
  - a. All piping suspended by individual hangers 12 inches or less in length from the top of the pipe to the bottom of the structural support for the hanger.
  - b. All electrical conduit less than 2.5 inches trade size.
4. For rigidly supported, electrical conduit, or cable trays, the product of  $C_d I_p$  need not to exceed 1.2 for any value of  $I_p$ .
5. All Trapeze assemblies supporting, cable trays and conduit shall be braced to resist the forces and relative displacements per ASCE 7 Chapter 13, considering the total weight of the elements on the trapeze.
6. Conduit supported by a trapeze where none of these elements would individually be braced need not be braced if connection to the pipe/conduit of directional changes do not restrict movement of the trapeze. If this flexibility is not provided, bracing will be required when the aggregate weight of the pipes and conduit exceed 10 pounds/foot. The weight shall be determined assuming all pipes and conduits are filled with water.

DD. Bracing Standards Application: Comply with bracing standards by evaluating the complete installation of all utilities and equipment, and providing a comprehensive solution based on Contractor's layout, coordination with other trades, and with the structural design and all other provisions for incorporating systems into the buildings. Show bracing products and layout in shop drawing submittals. The following criteria apply to the bracing of all systems:

1. The design parameters for determining the Total Design Lateral Force shall be as designated on the structural drawing.
2. Seismic Hazard Levels (SHL) shall be as designated on structural drawings.
3. Contractor shall submit documentation for each condition, which is not specifically covered in the SMACNA manual, including piping configurations and conditions, structural systems, structural connection methods, and other issues regarding the application of the standards.

4. Provide expansion anchors, sized per SMACNA guidelines, for use in concrete.
  5. For connections to structural steel, wood framing, etc. provide bolted or welded connections, sized per SMACNA guidelines.
  6. Seismic bracing components consisting of structural shapes.
  7. Seismic bracing cable shall be galvanized steel, conforming to ASTM A603, zinc-coated with minimum 0.4 ounces/sf, pre-stretched, 7 x 19 strand, sized per SMACNA guidelines.
- EE. In hard ceiling space where access to j-boxes, detectors, etc is required, provide ceiling access panel, fire-rated typical.

END OF SECTION

## SECTION 260519

### WIRE AND CABLE-RATED 600 VOLT

#### PART 1: GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

##### 1.02 DESCRIPTION

- A. Work includes but is not limited to the following:
  - 1. Building wire.
  - 2. Ground Conductors.
  - 3. Wiring connections and terminations.
  - 4. Conductor Identification.
- B. Related Work:
  - 1. Section 260100 - Basic Materials and Methods.
  - 2. Section 260526 - Grounding.
  - 3. Section 260533 - Conduit.
  - 4. Section 260553 - Electrical Identification.

#### PART 2: PRODUCTS

##### 2.01 BUILDING WIRE

- A. Wires shall be single conductor type THHN or THWN insulated with polyvinyl chloride and covered with a protective sheath of nylon, rated at 600 volts. Wires may be operated at 90 degrees C. maximum continuous conductor temperature in dry locations, and 75 degrees C. in wet locations and shall be listed by UL Standard 83 for thermoplastic insulated wires, listed by Underwriters Laboratories (UL) for

installation in accordance with Article 310 of the California Electrical Code (CEC). Conductors shall be solid copper for 12 AWG and smaller conductors, and stranded copper for 10 AWG and larger conductors. Conductors shall be insulated with PVC and sheathed with nylon. Wires shall be identified by surface markings indicating manufacturer's identification, conductor size and metal, voltage rating, UL symbol, type designations and optional rating. Indentations for lettering are not permitted. Wires shall be tested in accordance with the requirements of UL standard for types THWN, or THHN.

- B. Conductors shall be solid Class B or stranded Class C, annealed uncoated copper in accordance with UL standards, or another Nationally Recognized Testing Laboratory (NRTL).
- C. Control Circuits: Copper, stranded conductor 600 volt insulation, THWN/THHN.
- D. Minimum branch circuit wiring: No. 12 AWG copper, 600 volt insulation.
- E. Minimum wire size except for control wiring: No. 14 AWG copper, 600 volt insulation.

## 2.02 GROUND CONDUCTORS

- A. Equipment ground: Insulated conductor green in color.
- B. Isolated circuit ground: Insulated conductor green in color.
- C. Ground Wires: Bare copper or with green colored insulation.

## 2.03 CONDUCTOR ARRANGEMENT AND IDENTIFICATION

- A. Ties: T & B "Ty-rap" or 3M Company.
- B. Lacing: Nylon twine.
- C. Markers: Adhesive type, Brady.

## 2.04 CONDUCTORS

- A. All Wire: New and delivered to job site in unbroken packages.
- B. Each package shall bear Underwriter's and Manufacturer's labels and seals indicating date of manufacture and maximum allowable voltage.

## PART 3: EXECUTION

### 3.01 INSTALLATION

- A. Wires shall not be installed until debris and moisture is removed from conduits, boxes, and cabinets. Wires stored at site shall be protected from physical damage until they are installed and walls are completed.
- B. Wire-pulling compounds furnished as lubricants for installation of conductors in raceways shall be compounds approved and listed by UL, NRTL, or equal. Oil, grease, graphite, or similar substances are not permitted. Pulling of 2 AWG or larger conductors shall be performed with a cable pull machine. Any runs shorter than 50 feet are exempt. When pulling conductors, do not exceed manufacturer's recommended values
- C. At outlets for light, power, and signal equipment, pigtail splices with 8-inch circuit conductor leads for connection to fixtures, equipment, and devices.
- D. Pressure cable connectors, pre-insulated 3M Scotchlok, Hubbell Power, O-Z/Gedney or equal, Y, R or B spring-loaded twist-on type, may be furnished in splicing number 8 AWG or smaller wires for wiring systems; except public address and telephone systems.
- E. Joints, splices, taps, and connections to switchboard neutral, bonding or grounding conductors, conductors to ground busses, and transformer connections for wires 6 gage and larger shall be performed with high-pressure cable connectors approved for installation with copper conductors. Connectors shall be insulated with heavy wall heat shrink WCSM, or cold-applied roll-on sleeve RVS. Insulation level shall be a minimum of 600V and joints, splices, and taps shall be qualified to ANSIC 119.1, UL, NRTL, or equal listed mechanical pressure connections.
- F. Connections to any bussing and high-press cable connectors shall be securely bolted together with corrosion-resistant plated carbon steel, minimum grade five machine screws secured with constant pressure-type locking devices.
- G. Connection of any bonding or grounding conductors shall be securely bolted together with corrosion-resistant plated carbon steel, minimum grade five machine screws secured with constant pressure-type locking devices.
- H. Wire switchboards, panel cabinets, pull boxes, and other cabinets except public address, shall be neatly grouped and tied in bundles with nylon ties at 10-inch intervals. In switchboards, panels and terminal blocks, wires shall be fanned out to terminals. If bundles are longer than 24 inches, a maximum of nine current carrying conductors may be bundled together.

- I. Install conductor lengths with a minimum length within the wiring space. Conductors must be long enough to reach the terminal location in a manner that avoids strain on the connecting lug.
- J. Maintain the conductor required bending radius.
- K. Neutral conductors larger than 6 gage, which are not color identified throughout their entire length, shall be taped, painted white or natural gray, or taped white where they appear in switchboards, cabinet, gutters or pull boxes. Neutral conductors 6 gage and smaller shall be white color identified throughout their entire length.
- L. Fire alarm and clock wiring shall be continuous from terminal cabinets or from equipment to each device. Splices are not permitted between devices and/or terminal cabinets at junction and pull boxes. Wiring shall be terminated at terminal blocks or devices only.
- M. Wiring systems shall be free from short circuits and grounds, other than required grounds. The contractor shall be responsible for the testing of feeder and branch circuit conductor's insulation resistance. The insulation of the conductors shall be tested prior to connections to any panelboards, switchboards, variable frequency drives, lighting control systems, ballasts, and wiring devices such as but not limited to GFI receptacles, TVSS receptacles, or equipment. Insulation testing of panelboards and switchboards shall be independently performed from the insulation testing of any conductors as specified in other sections of this specification.
  - 1. Utilize the services of an approved independent testing laboratory to perform megger time-resistance insulation testing of feeder conductors. Tests must be conducted with wires disconnected at both ends.
    - a. Provide calibration program records to assure the testing instrument to be within rated accuracy. The test equipment accuracy shall be in accord with the requirements stated by the National Institute of Standards and Technology (NIST).
    - b. Test equipment shall be provided with a label stating the date of last calibration. As a minimum the equipment shall have been calibrated within the past 12 months.
    - c. Test reports shall include the following:
      - 1) Identification of the testing organization.
      - 2) Equipment identification.
      - 3) Ambient conditions.
      - 4) Identification of the testing technician.

- 5) Summary of project.
- 6) Description of equipment being tested.
- 7) Description of tests.
- 8) Test results.
- 9) Analysis, interpretation and recommendations.

### 3.02 COLOR CODES

#### A. General Wiring:

1. Color code conductor insulation as follows:

SYSTEM VOLTAGE		
Conductor	208Y/120	480Y/277
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	Natural Gray

Neutrals shall be colored-distinguished if circuits of two voltage systems are used in the same raceway.

2. For phase and neutral conductors 6 gage or larger, permanent plastic-colored tape may be furnished to mark conductor end instead of coded insulation. Tape shall cover not less than 2 inches of conductor insulation within enclosure.

#### B. Signal Systems: Wires for signal systems shall be color-coded. Except where otherwise specified, color-coding shall be as follows:

SYSTEM	COLOR CODE
Fire Alarm Horns	Pink (+) and Gray (-)
Fire Alarm Strobes	Orange (+) and Blue (-)
Un-Interruptible 24 Volt Power (Annunciator, Water Flow, and Audible Device)	Yellow (+) and White (-) Note: A single white wire may be common to both
Interruptible 24 Volt Power (4 wire smoke detectors, duct detectors)	Brown (+) and White (-) Note: A single white wire may be common to both
Switch-Leg Sprinkler Bell (Between water flow and audible device)	Violet (+) and White (-)
Door Holding Magnets (Non Power Limited)	Black (+) and White (-)

### 3.03 FEEDER IDENTIFICATION

- A. Feeder wires and cables shall be identified at each point the conduit run is broken by a cabinet, box, gutter, etc. Where terminal ends are available, identification shall be by means of heat shrink wire markers, which provide terminal strain relief. Markers shall be by Tyco Electronics, Panduit, Brady Perma-Sleeve, or equal. Identification in other areas shall be by means of wrap-around tape markers from Tyco Electronics, Panduit, Brady Perma-Code or equal. Markers shall include feeder designation, size, and description.

#### 3.04 TAPE AND SPLICE KITS

- A. Splices, joints, and connectors joining conductors in dry and wet locations shall be covered with insulation equivalent to that provided on conductors. Free ends of conductors connected to energized sources shall be taped. Voids in irregular connectors shall be filled with insulating compound before taping. Thermoplastic insulating tape approved by UL, NRTL, or equal for installation as sole insulation of splices shall be furnished and shall be installed according to manufacturer's printed specifications.

#### 3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

#### 3.06 CLEANUP

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

END OF SECTION

## SECTION 260533

### CONDUIT

#### PART 1: GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

##### 1.02 DESCRIPTION

- A. Work includes but is not limited to the following:
  - 1. Rigid metal conduit and fittings.
  - 2. Intermediate metal conduit and fittings.
  - 3. Electrical metallic tubing and fittings.
  - 4. Flexible metal conduit and fittings.
  - 5. Liquidtight flexible metal conduit and fittings.

#### PART 2: PRODUCTS

##### 2.01 RIGID STEEL CONDUIT AND FITTINGS

- A. Rigid Steel Conduit: Hot dipped galvanized inside and out, galvanized threads, mild steel, zinc coated, inside and outside protective coating. Standard lengths: 10'-0".
- B. Bushings: Threaded insulated metallic type except sizes 1" and smaller may be non-metallic type. Setscrew bushings are not acceptable.
- C. Couplings, elbows, bends and other fittings: Same material and finish as rigid steel conduit. All shall be threaded type.

##### 2.02 RIGID ALUMINUM CONDUIT AND FITTINGS

- A. Conduit: Extruded from 6063-T24 alloy of maximum 1/10% copper content and containing lubricating inside liners; rigid threaded type.

- B. Bushings: Insulated metallic except that sizes 1" and smaller may be non-metallic.

#### 2.03 INTERMEDIATE METAL CONDUIT (IMC) AND FITTINGS

- A. Conduit: Galvanized steel, zinc coated, protective coating inside and out.
- B. Fittings and Conduit Bodies: Use fittings and conduit bodies specified above for rigid steel conduit.
- C. Conduit: May be used in lieu of rigid steel conduit where permitted by code, except in concrete, underground, runs longer than 100 feet for all power feeders with conduit greater than 2 inches.

#### 2.04 ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS

- A. Conduit: Hot dipped galvanized or sherardized inside and out, zinc coated with protective enamel coating inside. Provide bushings at ends of conduits.
- B. Connectors: Steel, insulated, bused tap-on or wrench tightened compression type. (Couplings similar) Indentor or screw type not acceptable.
- C. Conduit: May be used in lieu of rigid steel conduit where permitted by code, except exposed, in concrete and for runs more than 100' for all power feeders with conduit greater than 2 inches.

#### 2.05 FLEXIBLE METAL CONDUIT AND FITTINGS

- A. Conduit: Steel single strip, hot dipped galvanized on all 4 sides prior to fabrication. Flexible aluminum conduit will not be allowed.
- B. Connectors: Die cast with ridges that thread into conduit. (Binding screw type connectors are not acceptable.)
- C. Conduit: May be used in lieu of rigid steel conduit where specifically indicated; at connections to vibrating equipment; at drops to light fixtures from J-boxes; at locations judged by Architect impractical to use rigid conduit. Maximum length for any application shall be 6 feet.

#### 2.06 LIQUIDTIGHT FLEXIBLE CONDUIT AND FITTINGS

- A. Conduit: Steel, single strip, hot dipped galvanized on 4 sides prior to fabrication.
- B. Connectors: Insulated, special Appleton "STN" Series.
- C. Jacket: Liquidtight, polyvinyl chloride plastic.

- D. Conduit: Use for final connection to motor terminal boxes and transformers. Use at exterior locations, damp locations, wet locations and for flex connections in kitchen, restrooms and similar areas.

## 2.07 CONDUIT SUPPORTS

- A. Conduit Clamps, Straps, and Supports: Steel or malleable iron. Clamps: Unistrut Nos. P111 thru P1124, Kindorf No. C105. Straps: One or two hole as required.
- B. Conduit hangers, racks and trapezes: Steel, threaded rods, channel iron "U" shaped racks equal to "Unistrut".
- C. Individual conduit hangers: Steel, threaded rods with malleable iron split rings.
- D. Hanger rods: 3/8" minimum diameter for 2" and smaller conduit, factory made. 1/2" minimum for 2-1/2" and larger conduit.
- E. Wire supports: 12 gauge zinc coated iron tie wire, or 16 gauge galvanized double annealed steel tie wire.

## 2.08 CONDUIT ROOF JACKS AND FLASHING

- A. Roof Jacks:
  - 1. For Single Conduits Through Roof: Stonemen Stormtite Series #1100-4; seamless 4 pound lead flashing assembly, 8" skirt, steel reinforced varipitch boot; caulk type cast iron counterflashing sleeve, with vandalproof set screws, and Perma-seal waterproofing compound.
  - 2. Sleeves for Conduits: Sleeves shall be adjustable type, of 26 gage galvanized iron, Adjust-to Crete Co. Adjust-to-Crete, or Jet Line Products Inc. Jet-Line, or equal.
  - 3. Where conduit enters a building through a concrete foundation below grade, or ground water level, or where it is necessary to seal around a conduit where it passes through a concrete floor or wall, provide O-Z/Gedney Type FSK Thru Wall and Floor Seal, or equal.

## 2.09 CONDUIT PULLING CORDS

- A. Pull Wire: No. 12 galvanized iron or nylon pull wire rated 250 pounds tensile strength.

## 2.10 CONDUIT FITTINGS, ELLS AND BUSHINGS

- A. Special conduit fittings: Crouse-Hinds "Condulets" or Appleton "Unilets".
- B. Ells: Same quality, same finish and same make as conduit.
- C. Bushings: Thomas & Betts or approved equal.
- D. Seismic separations and expansion joints: OZ type "AX" complete with bonding strap and clamps. At exterior locations use OZ type "EX".

#### 2.11 CONDUIT SEALS AND SEALING COMPOUND

- A. Vertical seals: Crouse Hinds type "EYD" or Appleton type "SF".
- B. Horizontal Seals: Crouse Hinds type "EYS" or Appleton type "ESU".
- C. Sealing compound: Crouse Hinds "CHICO" or Appleton "APELCO".
- D. Fireproofing Compound: Dow Corning No. 3-6548 RTV or equal by 3M Company or Nelson.

#### 2.12 MC CABLE

- A. Metal Clad (MC) cable system is not allowed.

### PART 3: EXECUTION

#### 3.01 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT

- A. Arrange conduit to maintain headroom and present a neat appearance.
- B. Unless indicated otherwise, conceal conduit within or behind finished walls and ceiling.
- C. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.
- D. Maintain minimum 6 inch clearance between conduit and piping. Maintain 12 inch clearance between conduit and heat sources such as flues, steam pipes, and heating appliances.
- E. Arrange conduit supports to prevent distortion of alignment by wire pulling operations. Fasten conduit using galvanized straps, lay-in adjustable hangers, clevis hangers, or bolted split stamped galvanized hangers.

- F. Group conduit in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps. Provide space for 25 percent additional conduit.
- G. Do not fasten conduit with wire or perforated pipe straps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.
- H. Do not support conduit from any equipment subject to vibration. Support from structural members only.
- I. Structural Considerations for Conduit Routing:
  - 1. Where conduits are to pass through or will interfere with any Structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, footings, or other buildings elements, to accommodate the electrical work, such work shall conform to State Building Code.
  - 2. Where conduits are terminated in groups at panelboards, switchboards and signal cabinets, etc., provide templates or spacers to hold conduits in proper position and to preserve alignment. Conduits terminating at signal cabinets shall enter cabinets in following approved locations only: Conduits entering top, side, and bottom of cabinets shall be aligned in a single row, centered 2" from rear of cabinet; conduits entering back of cabinet shall be aligned in a single row centered 2" from top of cabinet. Conduits shall not be spaced closer than 3" on centers.
  - 3. 1" and smaller conduits above metal lath ceilings shall be tied to ceiling channels. 1-1/4" conduits above metal lath ceilings shall be rigidly suspended with pipe hangers or pipe racks or shall be secured to superstructure with factory made pipe straps. Conduits in metal lath or steel stud partitions, shall be tied to furring channels or studs. In ceiling spaces and in partitions, tie wires shall be spaced not more than 5'-0" apart, shall hold conduit tight against channels and studs at point of tie and shall not bear any of weight of conduit. Tie wire shall be #16 gage galvanized double annealed steel tie wire.
  - 4. Where auxiliary supports, saddles, brackets,, etc., are required to meet special conditions they shall be made rigid and secure before conduit is attached thereto.
  - 5. Conduit in ceiling spaces, in stud walls and under floors shall be supported with factory made pipe straps or shall be suspended with pipe hangers or pipe racks. Pipe straps shall be attached to and shall hold conduit tight at point of

support against ceiling and floor joists, rafters, and wall studs, or 2" x 4" headers fitted between joists or wall studs.

6. Conduits installed on exposed steel trusses and rafters shall be fastened with factory made conduit straps or clamps which shall hold conduit tight against supporting member at point of support.
7. Conduits under buildings shall be strapped with factory made conduit straps to underside of concrete floor or joists, or wood floor joists, or shall be suspended with pipe hangers or pipe racks. Conduits under building shall not rest on ground but shall be suspended from building or shall be buried below surface of ground. 1" and larger conduits under buildings shall be suspended with conduit hangers or racks.
8. Pipe hangers for individual conduits shall be factory made, consisting of a pipe ring and threaded suspension rod. Pipe ring shall be malleable iron, split and hinged, and shall securely hold conduit, or shall be springable wrought steel. Rings shall be bolted to or interlocked with suspension rod socket. Rods shall be 3/8" for 2" conduit hangers and smaller and shall be 1/2" for 2-1/2" conduit hangers and larger.
9. Pipe racks for groups of parallel conduits and for supporting total weights not exceeding 500 pounds shall be trapezed type and shall consist of a cross channel, Steel City Kindorf #B-900, Unistrut #P-1000 suspended with a 3/8" minimum diameter steel rod at each end. Each rod shall be fastened with nuts, top and bottom to cross channel and with a square washer on top of channel. Each conduit shall be clamped to top for cross channel with conduit clamps, Steel City Kindorf #C-105 or Unistrut Nos. P-1111 through P-1124. Conduits shall not be stacked one on top of another, but a maximum of 2 tiers maybe on same rack providing an additional cross channel is installed. Where a pipe rack is to be longer than 18", or if weight it is to support exceeds 500 pounds, submit details of installation to the Architect for approval.
10. Factory-made pipe straps shall be one or 2-hole formed galvanized clamps, heavy duty type, except where otherwise specified.
11. Hangers straps, rods, or pipe supports under concrete shall be attached to inserts set at time concrete is poured. Under wood use bolts, lag bolts, or lag screws; under steel joists or trusses use beam clamps.

### 3.02 CONDUIT INSTALLATION

- A. Cut conduit square using a saw or pipe cutter; de-burr cut ends.

- B. Bring conduit to the shoulder of fittings and couplings and fasten securely.
- C. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes, and for fastening conduit to sheet metal boxes in damp or wet locations.
- D. Install no more than equivalent of two 90-degree bends between boxes for conduits 2" diameter and larger, three for conduit under 2" diameter. Locate pull boxes as required.
- E. Use conduit bodies to make sharp changes in direction, as around beams.
- F. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than 2 inch size.
- G. Avoid moisture traps where possible; where unavoidable, provide junction box with drain fitting at conduit low point.
- H. Support rigid, intermediate and thin wall conduit at 8'-0" maximum on centers and 3'-0" from junction boxes.
- I. Support flexible and liquidtight flexible conduit at 4'-0" maximum on centers and 12" from junction boxes.
- J. Provide No. 12 AWG insulated conductor or suitable pull string in empty conduit, except sleeves and nipples.
- K. Install expansion-deflection joints where conduit crosses building expansion or seismic joints.
- L. Where conduit penetrates fire-rated walls and floors, seal opening around conduit with UL listed fire barrier, "3M" calk or equal.
- M. Route conduit to roof mounted devices and equipment through roof jacks. Provide flashing/roof jacks for all new and existing conduits which penetrate roof to appropriate Roofing Section(s) for installation.
- N. Run conduit to equipment on roof concealed in attic space. Penetrate roof at equipment locations only.
- O. For conduits to roof mounted HVAC equipment, penetrate roof with roof jacks outside footprint of HVAC units. Do not penetrate roof inside HVAC units.
- P. Do not use aluminum conduit below grade, cast in concrete or in masonry in contact with earth.

- Q. Cut threads on rigid conduit to standard taper and to a length such that all bare metal exposed by threading operation will be completely covered by couplings or fittings used. In addition, cut lengths of thread such that all joints will become secure and wrench tight just preceding point where conduit ends would butt together in couplings and where conduit ends would butt into ends or shoulders of other fittings. Securely tighten all threaded connections.
- R. Make joints in rigid conduit installed in concrete or masonry liquid-and-gas-tight, with red lead and oil, or other approved joint compound and engage not less than five threads.
- S. Keep bends and offsets in conduit runs to an absolute minimum. Replace all deformed, flattened or kinked conduit. Provide large radius factory made bends or power bend rigid metal conduit of 1-1/4" trade size or larger.
- T. Penetration Membrane: Where penetration cannot be avoided, cut and re-seal membrane at point of penetration.
- U. Run exposed conduit parallel with or at right angles to building line, beams, or ceilings. Place symmetrical bends or metal boxes at changes in direction or taps.
- V. Stub from each panel which is flush mounted in a wall, from top of panel a minimum of 3-3/4" conduits to nearest ceiling space or other accessible locations and cap for future use. Tag to indicate panel origination.
- W. Independently support conduit rising from floor for motor connections if over 24" above floor. Support shall not be a motor or duct work which may transmit vibrations.
- X. Provide pull wire in all conduit runs indicated as conduit only (C.O.).
- Y. Do not run conduit closer than 12" to any hot water pipe, steam pipe, heater flue or vent.
- Z. Terminate conduit stub-ups through floor for connection to equipment of junction boxes in couplings flush with top of concrete slab floor.
- AA. Use rigid metal conduit where legally required, where exposed to weather, where located in unheated areas, or where subject to mechanical injury, here defined as exposed conduit less than 7'-6" above floor in areas accessible to anyone other than authorized operating or maintenance personnel.
- BB. Where a conduit from one structure crosses to another structure, e.g., from a building to an arcade or from one arcade to another arcade, use a section of liquid-tight flex conduit at the crossing with sufficient slack to allow the two structures to move

during an earthquake without breaking the conduit. For stub up to relocatable buildings, provide liquid-tite flex from stub up to first box on back of building.

- CC. Provide a green insulated ground wire in all flexible conduit runs regardless of length.
  - DD. Install an equipment ground (green) insulated conductor in each non-metallic conduit.
  - EE. Flash and counterflash all conduit runs passing through roof.
  - FF. Use electrical metallic tubing above grade in dry locations only and where not subject to mechanical injury or otherwise prohibited. Concrete and masonry in contact with earth are not considered dry locations.
  - GG. Use liquid tight flexible conduit for final connections to motors and vibrating equipment. Use flexible conduit where required for equipment servicing for connections to recessed lighting fixtures from nearby accessible junction boxes, and for concealed runs in dry locations where structural conditions prevent use of other types of conduit.
  - HH. Size all conduits as legally required or larger where indicated or preferred. Where portions of a conduit run are increased in size, for whatever reason, make all remaining portions in that run same size.
- II. Do not cut concrete, masonry or structural members except where approved by Architect.

END OF SECTION



## SECTION 260534

### BOXES

#### PART 1: GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

##### 1.02 DESCRIPTION

- A. Work includes but is not limited to the following:
  - 1. Wall and ceiling outlet boxes.
  - 2. Pull and junction boxes.
  - 3. Sealant.
- B. Related Work:
  - 1. Section 260100 - Basic Materials and Methods.
  - 2. Section 260533 - Conduit
  - 3. Section 262726 - Wiring Devices.

#### PART 2: PRODUCTS

##### 2.01 ACCEPTABLE MANUFACTURERS-OUTLET BOXES

- A. Raco
- B. Steel City
- C. Bowers

##### 2.02 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: One piece galvanized, pressed steel, knockout type, 4-11/16" sq. by 2-1/8" deep in all locations unless otherwise indicated or required.

- B. Cast Boxes: Aluminum, or Cast fer alloy, deep type, gasketed cover, threaded hubs.
- C. Where Wiremold type box have to be used, e.g., on existing concrete wall, provide proper box such that the total depth of a box including the device mounted on the box, will not exceed 4 inches.

### 2.03 PULL AND JUNCTION BOXES

- A. Interior and non-weatherproof boxes shall be constructed of blue or galvanized steel with ample laps, spot welded, and shall be rigid under torsional and deflecting forces. Boxes shall have auxiliary angle iron framing where necessary to ensure rigidity. Covers shall be fastened to box with a sufficient number of brass machine screws to ensure continuous contact all around. Flush type boxes shall be drilled and tapped for cover screws at Site if boxes are not installed plumb. All surfaces of pull and junction boxes and covers shall be given one coat of metal primer, and one coat of aluminum paint.
- B. Weatherproof pull and junction boxes shall conform to foregoing for interior boxes with following modifications: Cover of flush mounting boxes shall have a weather-tight gasket cemented to and trimmed even with cover all around. Surface or semi-flush mounting pull and junction boxes shall be UL approved as rain-tight and shall be complete with threaded conduit hubs. All exposed portions of boxes shall be galvanized and finished with a prime coat and coat of baked-on gray enamel.
- C. All junction and pull-boxes shall be rigidly fastened to the structure and shall not depend on conduits for support.
- D. Cast Metal Boxes for Outdoor and Wet Location Installations: Type 4 and Type 6, flat-flanged, surface-mounted junction box, UL listed as rain-tight. Galvanized cast iron OR Cast aluminum box and cover with ground flange, neoprene gasket, and stainless steel cover screws.

### 2.04 ACCEPTABLE MANUFACTURERS-SEALANT

- A. Crouse Hinds "CHICO"
- B. Permacel
- C. Ductseal

### 2.05 ACCEPTABLE MANUFACTURERS - FIRE PROOFING SEALANT

- A. Dow Corning

B. 3M Company

C. Nelson

### PART 3: EXECUTION

#### 3.01 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.
- B. Electrical box locations shown on Contract Drawings are approximate unless dimensioned. Verify exact location of floor boxes and outlets in offices and work areas with Owner's representative prior to rough-in.
- C. Locate and install boxes to allow access.
- D. Locate and install to maintain headroom and to present a neat appearance.

#### 3.02 OUTLET BOX INSTALLATION

- A. Unless otherwise noted on plan or specifically allowed by the Engineer, conceal all boxes flush in wall or in ceiling space above drop ceiling. In finished areas and where it is not possible to conceal conduits and boxes, for example, on existing concrete wall, provide Wiremold type metallic surface raceways and boxes.
- B. Do not install boxes back-to-back in walls. Provide minimum 6 inch separation, except provide minimum 24 inch separation in acoustic-rated walls.
- C. Provide knockout closures for unused openings.
- D. Support boxes independently of conduit except for cast box that is connected to two rigid metal conduits, both supported within 12 inches of box.
- E. Use multiple-gang boxes where more than one device are mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- F. Install boxes in walls without damaging wall insulation.
- G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- H. Position outlets to locate lighting fixtures as shown on reflected ceiling plans.

- I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed lighting fixture, to be accessible through lighting fixture ceiling opening.
- J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs. Accurately position to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes. Install plaster rings to interface with equipment to be mounted thereon.
- K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- L. Provide cast outlet boxes in exterior locations and wet locations. Provide cast bell-boxes at interior locations where box is exposed to view. (do not use regular 4/s or handy box with exposed knockouts and unfinished appearances for these interior exposed applications).
- M. Where boxes are installed in fire rated ceiling or walls, be responsible for preserving integrity of fire rating as required.
- N. In fire-rated wall, use 4" square deep boxes. Do not aggregate more than 100 square inches of boxes for any 100 square feet of wall or partitions. Separate outlet boxes on opposite sides of walls or partition by a minimum horizontal distance of 24 inches. Where the separation cannot be achieved due to site condition, provide 2-hour rated fire-proof material behind boxes to maintain fire rating of walls.

### 3.03 PULL AND JUNCTION BOX INSTALLATION

- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.

END OF SECTION

## SECTION 260553

### ELECTRICAL IDENTIFICATION

#### PART 1: GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

##### 1.02 DESCRIPTION

- A. Work includes but is not limited to the following:
  - 1. Nameplates.
  - 2. Wire and cable markers.
- B. Related Work:
  - 1. Section 260100 - Basic Materials and Methods.
  - 2. Section 260519 - Wire and Cable -Rated 600 Volt.
  - 3. Section 260526 - Grounding.
  - 4. Section 260533 - Conduit.
  - 5. Section 260534 - Boxes.

#### PART 2: PRODUCTS

##### 2.01 MATERIALS

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire Markers: Cloth markers, split sleeve or tubing type.

#### PART 3: EXECUTION

##### 3.01 INSTALLATION

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts using screws or rivets. Secure nameplate to outside face of panelboard doors.
- D. Embossed tape will not be permitted for any application.

### 3.02 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams or equipment manufacturer's shop drawings for control wiring.

### 3.03 NAMEPLATE ENGRAVING SCHEDULE

- A. Provide nameplates of minimum letter height as scheduled below.
- B. Exterior metal pull boxes: 1/4 inch identifying systems in boxes.
- C. Terminal Cabinets: 1/4 inch identifying systems.

### 3.04 MARK CONDUCTOR RUNS

- A. Apply markers after conductors installed in conduits.
- B. Apply in panelboards and in junction boxes.
- C. Mark feeders in panelboards, switchboards and distribution sections.

### 3.05 MARK JUNCTION BOXES

- A. Mark covers of junction boxes with non-erasable marker to indicate circuit numbers or systems contained within boxes.
- B. Mark fire alarm boxes with red marker and identifying as "FA".
- C. Paint fire alarm conduits red at intervals such that conduits can be clearly identified for fire alarm system.

END OF SECTION

SECTION 262726

WIRING DEVICES

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Addenda, Alternates, Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specifications collectively apply to work of this Section.

1.02 DESCRIPTION

- A. Work includes but is not limited to the following:
  - 1. Receptacles.
  - 2. Device plates and box covers.
- B. Related Work:
  - 1. Section 260100 - Basic Materials and Methods.
  - 2. Section 260526 - Grounding.
  - 3. Section 260534 - Boxes.
  - 4. Section 260553 - Electrical Identification.

PART 2: PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS – WALL SWITCHES

- A. Harvey Hubbell Company.
- B. Pass and Seymour.
- C. Leviton.

2.02 ACCEPTABLE MANUFACTURERS - RECEPTACLES

- A. Harvey Hubbell Company.

B. Pass and Seymour.

C. Leviton.

### 2.03 RECEPTACLES

A. Convenience and Straight-blade Receptacles: NEMA Configuration 5-15R: Decorator Spec Grade, White.

B. Convenience and Straight-Blade Receptacles: NEMA configuration 5-20R: Decorator Spec Grade, White.

C. Receptacles: Highest specification grade.

### 2.04 ACCEPTABLE MANUFACTURERS - WALL PLATES (Match manufacturer of Device)

A. Harvey Hubbell Company.

B. Pass and Seymour.

C. Leviton.

D. TayMac.

E. Match manufacturer of switches and receptacles.

### 2.05 WALL PLATES

A. Interior Device Plates: Sierra Electric .040 stainless steel to suit device; multi-gang where required; blank plates at junction boxes and capped outlets.

B. Weatherproof Cover Plates: Receptacles in wet locations shall be installed with an outlet enclosure clearly marked "Suitable for Wet Locations While In Use". There must be a gasket between the enclosure and the mounting surface, and between the cover and base to assure a proper seal. The enclosure must employ stainless steel mounting hardware and enclosure shall be recessed where possible and by TayMac Corporation or equal.

C. Highest specification grade.

## PART 3: EXECUTION

### 3.01 INSTALLATION

- A. Install wall switches 48 inches above floor to top of wall box, "OFF" position down. Verify mounting height with Architect prior to installation.
- B. Install convenience receptacles 18 inches above floor, or as noted on drawings, grounding pole on bottom.
- C. Install specific-use receptacles at heights shown on Contract Drawings.
- D. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets in non-public places.
- E. Install devices and wall plates flush and level.
- F. Install plates with all four edges in continuous contact with finished wall surfaces without use of mats or similar devices.
- G. Provide blank cover plates for all boxes as required.

END OF SECTION



SECTION 28 3100

FIRE ALARM SYSTEM

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. The work under this section includes all labor, material, equipment, supplies, labor, testing, and accessories required to furnish and install a complete automatic Fire Alarm System in the buildings involved. Provide new Voice Evacuation Fire Alarm Panel ECC-50/100 and new remote power supply FCPS24FS6 and interface with existing main control panel. Reprogram and test entire fire alarm system.
- B. It is the intent of the Drawings and Specifications for the Contractor to provide and install a complete, fully operational, and tested system.
- C. All miscellaneous system components including, but not limited to, cables, termination equipment, punch blocks, patch panels, backboards, dedicated power provisions, as well as any other related items, shall be furnished and installed complete under this section, such that the system shall perform all functions listed herein in compliance with all of the specified requirements.

1.02 GENERAL REQUIREMENTS

- A. The contractor shall hold a valid State of California C-7 Low-Voltage and C-10 electrical license, shall have completed at least 20 projects of equal scope, shall have been in business of furnishing and installing systems of this scope and magnitude for at least five years, and capable of being bonded to assure the owner of performance and satisfactory service during the guarantee period.
- B. The contractor shall hold all other licenses required by the legally constituted authorities having jurisdiction over the work.
- C. Contractor to be Fire Lite Certified.
- D. The installing contractor shall be a factory authorized distributor and warranty station for the brand of equipment offered and shall maintain a fully equipped service organization capable of furnishing adequate repair service to the equipment. The installing contractor shall maintain a spare set of all major parts for the system at all times. All system components shall be 100% backed up with stock at contractors shop.

- E. All of the equipment in this specification shall be furnished and installed by State certified workers.
- F. The fire alarm contractor shall maintain sufficient stock on hand and have a fully equipped service organization capable of guaranteeing response time within 8 hours of service calls, 24 hours a day, 7 days a week to service completed systems.
- G. Equipment, wire and materials should only be installed by the fire alarm contractor. An installation company other than the fire alarm contractor is not allowed. The electrical contractor may provide and install conduit and boxes only for this system.
- H. The fire alarm contractor shall provide, install and test all equipment related to this section.

#### 1.03 QUALITY ASSURANCE

- A. In order to maintain a high degree of quality assurance and comply with DSA approvals, the contractor shall, without exception, use the parts and supplies as specified in this specification.
- B. It is the intent of these specifications to establish a standard of quality for labor and material to be installed. The Base Bid shall include materials as specified.
- C. In order to establish quality and standards of performance of equipment and match the existing equipment and District's Standard, the specified equipment for the fire alarm and smoke detection system is that of Fire Lite with matching addressable components. All mechanical, electrical and general information set forth on the respective data sheets for each specified item shall be considered as part of these specifications and binding herein. No substitutions Allowed.

#### 1.04 SUBMITTAL AND MANUAL

- A. Submittal requirements of this section are:
  - 1. The contractor shall submit six copies of the complete submission to the Architect for review.
  - 2. The submission shall consist of five major sections with each section separated with index tabs. Each page in the submission shall be numbered chronologically and shall be summarized in the index.

3. The first section shall be the "index" which shall include the project title and address, name of the firm submitting the proposal and name of the Architect.
4. The second section shall include the following items:
  - a. **CONTRACTOR'S LICENSE:** A copy of the electronics contractor's valid State of California License.
  - b. **PROOF OF EXPERIENCE:** Proof that the fire alarm contractor has been regularly engaged in the business of fire alarm contracting consisting of, but not limited to, engineering, fabrication, installation, and servicing of fire alarm systems of the type specified herein for at least the past ten (10) consecutive years. Provide a statement summarizing any pending litigation involving any officer or principal of/or the company, the nature of the litigation and what effect the litigation may carry as it relates to this work in the worst-case scenario. Non-disclosure of this item, if later discovered, may result, at the owner's discretion, in the contractor bearing all costs and any cost related to associated delays in the progress of the work.
  - c. **INSURANCE CERTIFICATES:** Copy of fire alarm contractor's current liability insurance and state industrial insurance certificates in conformance with the contract documents.
  - d. **PROJECT LIST:** A List containing at least ten (10) California installations completed within the last five (5) years by the fire alarm contractor that are comparable in scope and nature to that specified in the contract document.
  - e. **SERVICE CAPABILITY:** Documentation indicating in detail that the fire alarm contractor has competent engineering, installation, service personnel and facilities with reasonable stock of service parts within 50 air miles of the job site.
  - f. **STATE CERTIFICATION:** State of California, Division of Apprenticeship Standards for Fire Alarm Installation cards for each installer of the system.
  - g. **CERTIFICATION:** Documentation Fire Lite Certifications.
5. A statement that personnel meeting these qualifications are in the local facility, and will be maintained at that facility throughout the project and the warranty period.

6. The third section shall contain the comparative specification listing, including a complete listing of the characteristics of the equipment to be furnished next to all of the specified equipment's features and functions as stated in the specifications and data sheets. Include CSFM listing sheet for each component.
7. The fourth section shall contain an original factory data sheet for every component in the specifications.
8. The fifth section shall contain a designation schedule for each Structured Cabling System location and complete 1/8" = 1'-0" scale drawing showing system wiring plans.
  - a. Riser Diagram.
  - b. Typical Device Wiring Diagram.
  - c. Wire Legend.
  - d. Battery Calculation for each control panel, power supply, field power supply and network annunciator.
  - e. Worst Case Voltage drop for each circuit type per building.
  - f. Floor Plans showing all conduits, sizes, and quantity of conductors.
  - g. Mounting Height of each devices and back box requirement.
  - h. Zoning and address description legend.

B. Failure to comply with all of the requirements listed above will result in the rejection of the entire submittal package.

1.05 GENERAL SYSTEM PRODUCT, INSTALLATION AND OVERALL SYSTEM WARRANTY

- A. Prior to Owner acceptance, the contractor shall provide to Owner, a manufacturers product and performance warranty. This will require a submittal of the required pre-job certification registration forms as well as the required project closing information. The Owner will only acknowledge acceptance upon submittal of a valid manufacturer's warranty.
- B. The warranty shall commence from the date of final written acceptance by the Owner.

- C. All conditions for obtaining the manufacturer's warranty shall be the sole responsibility of the contractor.
- D. The contractor shall maintain a competent service organization and shall, if requested, submit a service maintenance agreement to the owner after the end of the guarantee period.
- E. A typewritten notice shall be posted at the equipment rack that shall indicate the firm, address and telephone number to call when service is necessary. The notice shall be mounted in a neatly finished metal frame with a clear plastic window and securely attached to the inside of the door.

1.06 SPECIFIC SYSTEM PRODUCT, INSTALLATION AND OVERALL SYSTEM WARRANTY

- A. The entire system shall be warranted free of mechanical or electrical defects for a period of one (1) year after final acceptance of the installation. Any material showing mechanical or electrical defects shall be replaced promptly at no expense to the Owner.

1.07 ACCEPTABLE MANUFACTURERS

- A. All equipment listed herein will be by Fire Lite and System Sensors.
- B. It is the responsibility of the bidder to insure that the proposed product meets or exceeds every standard set forth in these specifications and the equipment's technical data sheets.
- C. All basic electronic equipment (not including cable) specified herein shall be produced by a manufacturer of established reputation and experience who shall have produced similar apparatus for at least three or more years and who shall be able to refer to similar installations rendering satisfactory service.

PART 2: PRODUCTS

2.01 SYSTEM COMPONENTS

- A. Provide new Fire Alarm Control Panel (FACP) Fire Lite 9600UDLS. Provide new Voice Evacuation Fire Alarm Panel ECG-50/100 and new remote power supply FCPS24FS6 and interface with main control panel. program and test entire fire alarm system.
- B. Initiating Devices:

1. Addressable Sensors
  - a. Analog Photoelectric Smoke Sensors
    - 1) Fire Lite to match existing units used throughout the school.
  - b. Addressable Thermal Sensor
    - 1) Fire Lite to match existing units used throughout the school. Use 190 degree units in attic spaces.
2. Linear Heat Detector – Protectowire System Sensor or equal.

C. Voice Evacuation/Mass Notification Control Panel:

1. The Voice Evacuation/Mass Notification Control Panel shall be a Fire-Lite Alarms **ECC-50/100** (Emergency Command Center) and shall contain a microprocessor-based Central Processing Unit (CPU). The CPU shall distribute and control emergency voice messages over the speaker circuits.
2. The system shall provide the capability to interface to **LOC** (Local Operator Console), Distributed Audio Amplifiers, Remote Page Unit, Remote Microphone, Fire Fighter Telephone Unit and Remote Telephone Zone Module from the same manufacturer.
3. Shall have as minimum requirements:
  - a. Integral (2) 50 Watt, 25 Vrms audio amplifier with optional converter for 70.7 volt systems.
  - b. Speaker circuit that can be wired both Class A and B.
  - c. Integral Digital Message Generator with a memory capacity for up to 60 seconds per messaging. The Digital Message Generator shall be capable of producing fourteen distinct messages (60 seconds each). Field-selectable message and custom message recording capability using the local microphone, a USB port, or an external audio input.
  - d. Built in alert tone patterns with ANSI, March Code, California, Steady, Alert Tone, Hi-Lo, ANSI Whoop, Continuous Whoop, or No Tone is field programmable. Tone Prior to transmitting a message, the Voice Evacuation/Mass Notification Control Panel

can be programmed to produce a pre-announce and post-announce tone.

- 1.) Leading Tone Duration If a pre-announce tone is desired, select the length of time it will play before a message is broadcasted. Select 4, 8, 12, 16, 20, 24, or 28 seconds. In a pre-announce tone is not desired, select 0 seconds.
  - 2.) Trailing Tone Duration Select the length of time for the post-message announcement tone. Select 4, 8, 12, 16, 20, 24, 28, or 32 seconds from the drop-down menu.
  - 3.) Repeat Cycle Select the number of times the message will be repeated during an alarm. A message can be repeated 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, or an *Infinite* amount of times.
- 
- e. The Voice Evacuation/Mass Notification Control Panel will be capable of detecting and annunciating the following conditions: Loss of Power (AC and DC), System Trouble, Ground Fault, Alarm, Microphone Trouble, Message Generator Trouble, Tone Generator Trouble, and Amplifier Fault.
  - f. The Voice Evacuation/Mass Notification Control Panel shall be fully supervised including microphone, amplifier output, message generator, speaker wiring, and tone generation.
  - g. Speaker outputs shall be fully power-limited.
  - h. Amplifiers will be supplied power independently to eliminate a short on one circuit from affecting other circuits.
  - i. The Voice Evacuation/Mass Notification Control Panel will provide full supervision on both active (alarm or music) and standby conditions.
  - j. An optional zone splitter version shall be available that permits splitting speaker circuits into 8 specific zones.
  - k. An optional distributed amplifiers unit shall be available that permits splitting speaker circuits up to a total of 24 speaker zones.
  - l. Wiring terminals shall be removable terminal blocks (Wire Gauge 12 – 18 AWG) for ease of servicing.
  - m. Voice Evacuation/Mass Notification Control Panel will provide 2 amp Notification Appliance Circuit (NAC) output with sync

generator or follower for System Sensor, Wheelock or Gentex protocols. The NAC shall be capable of One (1) Style Y (Class B) or Style Z (Class A) circuit.

- n. Shall have eight Command Input Circuits to activate messages via reverse polarity or contact closures.
- o. Built in External Audio Input can be used for background music.
- p. On-board battery charger which supports charging up to 26 AH batteries (cabinet holds up to 18AH batteries).
- q. Programmable delay of immediate, 2 hours or 6 hours reporting of AC Loss.
- r. Built in Piezo sounder for local trouble.
- s. Stores the events in the 100 Event History log
- t. Shall have Console Lamp Test switch and shall activate all system LEDs including Remote Consoles.
- u. Shall have three Form-C relays:
  - AC Power Loss Relay
  - System Trouble Relay
  - MNS Active (For Mass Notification signage)
- v. Shall have a Special Application (auxiliary power) output for addressable modules when interfaced with compatible addressable FACP's and End-of-Line power supervision relays.
- w. Shall be capable of Speaker Volume Control. The Supervised Volume Control will allow manual volume setting for telephone paging and background music for a specific speaker or speaker zone.
- x. Shall have a Night Ring input allows a building's Private Branch Exchange (PBX) to activate the Voice Evacuation/Mass Notification panel.
- y. The Voice Evacuation/Mass Notification panel can communicate in any combination up to eight (8) external remote consoles:

- Optional Remote Microphone
  - Optional Remote Page Unit
  - Optional Local Operator Console
- z. The Voice Evacuation/Mass Notification panel can communicate in any combination up to eight (8) external distributed audio amplifiers:
- Optional Distributed Amplifier, 50 watts.
  - Optional Distributed Amplifier, 125 watts.
- aa. Shall be capable of integrating with firefighter telephone system that provides secure and reliable communications. The firefighter telephone system will allow for up to ten users to plug in to a remote telephone jack and communicate simultaneously within a building.
- bb. Shall be capable of secure access to the Voice Evacuation/Mass Notification panel via cell phone or other remote telephone.
- cc. The Voice Evacuation/Mass Notification panel can be integrated by an FACP via the ANN/ACS (EIA-485) link. Compatible FACP's include the MS-9200.
- dd. The Voice Evacuation/Mass Notification panel integrates with the MS-9200UDLS and MS-9600(UD)LS will report Mass Notification events to the Central Station.
- ee. The Voice Evacuation/Mass Notification panel can be interface with other UL Listed Fire Alarm Control Panels via activation of reverse polarity or by contact closure.
4. Speakers:
- a. All speakers shall operate on 25 or 70 VRMS with field selectable output taps from 0.25 to 2.0 Watts.
- b. Speakers in corridors and public spaces shall produce a minimum sound levels of 75 dBA output at 10 feet (3m).
- c. The plug-in speaker allows the installer to pre-wire mounting plates and dress the wires before plugging in the speakers.

- d. Flush mount applications are achievable without the need for an extension ring.
  - e. Frequency response shall be a minimum of 400 HZ to 4000 HZ.
  - f. Rotary switch simplifies field selection of speaker voltage and power settings.
5. Enclosures:
- a. The Voice Evacuation/Mass Notification panel shall be housed in a UL-listed cabinet suitable for surface mounting. The cabinet and front shall be corrosion protected and painted red via the powder coat method with manufacturer's standard finish.
  - b. The back box and door shall be constructed of steel with provisions for electrical conduit connections into the sides and top.
  - c. The door shall provide a key lock and shall provide for the viewing of all indicators.
6. Power Supply:
- a. The main power supply for the Voice Evacuation/Mass Notification panel shall provide up to 7.5 amps of available power for the panel and peripheral devices.
  - b. Provisions will be made to allow the audio-visual power to be increased as required by adding modular expansion audio-visual power supplies.
  - c. The power supply shall provide an integral battery charger or may be used with an external battery and charger systems. Battery arrangement may be configured in the field.
  - d. The main power supply shall continuously monitor all field wires for earth ground conditions.
  - e. The main power supply shall operate on 120 VAC, 60 Hz or 240 VAC, 50 Hz, and shall provide all necessary power for the Voice Evacuation/Mass Notification panel.
7. Batteries:

- a. Upon loss of Primary (AC) power to the Voice Evacuation/Mass Notification panel, the batteries shall have sufficient capacity to power the Voice Evacuation/Mass Notification panel for required standby time (24 or 60 hours) followed by 15 minutes of alarm.
  - b. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks for refilling, spills, and leakage shall not be required.
8. Combination Audible/Visual Horn/Strobe Appliance – Indoor Wall Mount
- a. Provide units to match existing used throughout the school.
    - 1) Finish shall be red.

D. Accessory Equipment:

1. Notification Appliance Circuit (NAC) Remote Power Supply

a. Fire Lite

- 1) The Remote Power Supply is a device designed for use as either a remote 24 volt power supply or used to power Notification Appliances.
- 2) The Remote Power Supply input trigger shall be a Signaling Line Circuit from the fire alarm control panel. Four outputs shall be available for connection to the Notification devices. All four outputs shall be capable of accommodating both Class B and Class A Notification Appliance Circuits.
- 3) The Remote Power Supply shall include the ability to delay the AC fail delay per latest edition of NFPA requirements.
- 4) The Remote Power Supply shall provide integral synchronization and shall be capable of accommodating Audible and Visual devices, combined on each individual Notification Appliance Circuit, with the capability of silencing of Audible devices while Visual Devices remain in operation.

2.02 CABLE/WIRE

- A. All fire alarm system cable and/or wire shall be run in conduit or raceways.

- B. Signaling Line Circuit (SLC) and Annunciator data cable
  - 1. Indoor dry location
    - a. West Penn D990 or approved equal
      - 1) 16/2 conductor cable, FPL rated, non-plenum, complete with red PVC jacket
  - 2. Outdoor wet location
    - a. West Penn AQ-225 or approved equal
      - 1) 16/2 conductor cable, FPL rated, complete with black underground/direct burial, sunlight resistant rated PVC jacket
- C. Initiating Device Circuit (IDC), Notification Appliance Circuit (NAC) and 24 volt DC auxiliary power
  - 1. All locations
    - a. #12 AWG THHN/THWN-Stranded
      - 1) California State Fire Marshal (CSFM) Listing not applicable
- D. Wire:
  - 1. All low voltage wire required in this section shall be furnished and installed by the fire alarm contractor.
  - 2. All wire shall be installed in conduit. Wiring installed in underground conduits shall be approved for wet applications in accordance with the National Electric Code.
  - 3. All fire alarm system wiring shall be new.
  - 4. Wiring shall be in accordance with local stated and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Use stranded THHN Conductors Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG for Initiating Device Circuits and

Signaling Line Circuits, and 12 AWG and speaker wires for Indicating Appliance Circuits.

5. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
6. Wiring used for the multiplex communication loop shall be 18AWG twisted and installed in conduit unless specifically expected by the fire alarm equipment manufacturer. Use Westpenn D990. The system shall permit use of IDC and IAC wiring in the same conduit with the communication loop.
7. All field wiring shall be completely supervised. In the event of a primary power failure, disconnected standby battery, removal of any internal modules, or any open circuits in the field wiring; a trouble signal will be activated until the system and its associated field wiring are restored to normal condition.
8. Conductors installed in wet locations either above or below ground shall be moisture resistant, or a type approved for use in wet conditions (C.E.C. Section 310-8.1).

E. Terminal Cabinets and Junction Boxes:

1. All boxes and cabinets shall be UL listed for their use and purpose.
2. Provide terminal blocks for all conductors entering and/or exiting each terminal cabinet.

2.03 SPECIFIC SYSTEM INSTALLATION REQUIREMENTS

- A. The entire system shall be installed in a workmanlike manner in accordance with approved manufacturers manuals and wiring diagrams. The contractor shall furnish all wiring, conduit, outlet boxes, junction boxes, terminal cabinets and similar devices necessary for the completed installation.
- B. Installation of conduit, outlet boxes, junction boxes, terminal cabinets, special back boxes and similar devices shall comply with the requirements of Division 26 specification sections.
- C. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detector heads shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.

## 2.04 SPECIFIC SYSTEM TESTING REQUIREMENTS

- A. Contractor shall provide all DSA required testing and certification at no cost to the Owner.
- B. Contractor to contact the local fire authority to give them the opportunity to attend the final system tests, which shall also be attended by the project's Inspector of Record.

## PART 3: EXECUTION

### 3.01 GENERAL INSTALLATION REQUIREMENTS

- A. The wiring of the system shall be executed in accordance with the drawings and the equipment manufacturer's wiring diagrams. Should any variations in these requirements occur, the contractor shall notify the architect before making any changes. It shall be the responsibility of the factory-authorized distributor of the approved equipment to install the equipment and guarantee the system to operate as per plans and specifications.
- B. Furnish all conduit, junction boxes, conductors, equipment plugs, terminal strips, etc., and labor to install a complete and operable system.
- C. The cables within racks or cabinets shall be carefully cabled and laced with no. 12 Cord waxed linen lacing twine or ty-raps. All circuits shall be labeled in terminal cabinets.
- D. Splices of conductors in underground pull boxes are not permitted.
- E. The labor employed by the contractor shall be regularly employed in the installation and repair of the specified systems and shall be acceptable to the owner and architect to engage in the installation and service of this system.
- F. The contractor shall thoroughly clean all equipment and materials. All exposed parts of the equipment, cabinets, and other equipment shall be left in a clean condition, unblemished and free of all dirt, dust, smudges, spots, fingerprints, etc., The contractor shall remove all debris and rubbish occasioned by the electronic systems work from the site. The contractor shall thoroughly clean all buildings of any dirt, debris, rubbish, marks, etc., Caused by the performance of this work.
- G. The system must meet all local and other prevailing codes.
- H. All cabling installations shall be performed by qualified technicians.

- I. In order to ensure proper terminations, it is required that all cables shall be stripped using a special tool approved by the manufacturer of the cable / terminating device.
- J. The use of lubricants (i.e. Yellow 77) to facilitate the installation of cables in conduits is highly discouraged. If such a lubricant must be used, the contractor shall verify the acceptability of the lubricant to be used with the cable manufacturer, prior to using such a lubricant.
- K. Under no circumstance are "channel locks" or other pliers to be used.
- L. All firewalls penetrated by system cabling shall be sealed by use a non-permanent fire blanket or other method in compliance with the current edition of National Fire Protection Association (NFPA) and the National Electric Code (NEC) or other prevailing code. The contractor must not use concrete or other non-removable substance for fire stopping on cable trays, wire ways or conduits. Contractors who use this method will be required to replace all cables affected and provide the original specified access to each effected area.
- M. All fire alarm junction boxes shall be painted red as to distinguish them from other systems by electrical contractor.

### 3.02 GENERAL TESTING REQUIREMENTS

- A. Provide all instruments for testing and demonstrating in the presence of the owner's inspector that the frequency response is as stated in the factory data sheets. Check all circuits and wiring to verify they are free of shorts and grounds.
- B. System shall be complete and properly operating prior to calling for the test. The inspector, contractor and engineer shall walk test system at district's option and contractor shall make minor satisfactory adjustments to the system in the presence of the inspector. Contractor shall coordinate the time of test with the district inspector. This test shall be performed during a time when there are no other persons on the site.
- C. Provide two portable radio transceivers to be used when walk testing the system. The transceivers shall be capable of communication throughout the entire site.
- D. See Section 2 for specific testing requirements.

### 3.03 FINAL ACCEPTANCE

- A. The Owner or Owner's representative may visit the site during the installation of the system to ensure that correct installation practices are being followed.

- B. The Owner or Owner's representative will conduct a final job review once the contractor has finished the job. This review will take place within one week after the contractor notifies the owner.
- C. Two copies of all certification data and drawings for all identifications shall be provided to the Owner before the owner's review.
- D. The Owner or Owner's representative will review the installation and certification data prior to the system acceptance.
- E. The Owner or Owner's representative may test some of the systems features to ensure that the certification data is correct. If a substantial discrepancy is found, the Owner reserves the right to have an independent consultant perform a certification of the entire system. If such a procedure is undertaken, the cost of the testing will be billed back to the contractor.
- F. In the event that repairs or adjustments are necessary, the contractor shall make these repairs at his own expense. All repairs shall be completed within 10 days from the time they are discovered.

END OF SECTION